

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #:

5B-1

AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start & Children's Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) change from self preparation food service operation to contracted catering for meals served to Head Start/Early Head Start children; B) Catered Meals Contract with ILS Group, LLC, d/b/a Classic Caterers, for the period April 5, 2011, through April 4, 2013, with three (3) one-year renewal options, in an annual amount not to exceed \$1,004,251.

Summary: These approvals will provide for the privatization of food service preparation and delivery for County Head Start/Early Head operations. The estimated annual cost savings as a result of this change will be \$400,000. A portion of the savings will be used to offset expenses associated with teacher reclassifications mandated by the federal Office of Head Start. The remainder will be a direct budget reduction for Community Services. The change to contracted catering will result in the elimination of the following positions: Part Time Bus Riders (5), Cooks (2), Messengers (2), Food Service Manager (1), and Nutrition Coordinator (1). There are five (5) additional Cook positions that will be reclassified and the incumbent employees assigned to other positions. Early retirements, vacancies and arranged transfers will minimize the number of layoffs required and the contractor has agreed to consider hiring any employees that have not been placed in other positions. Four (4) food delivery trucks owned and operated by the County will also be eliminated. ILS Group, LLC/Classic Caterers is a Broward County Company. The contract was competitively bid. Countywide (TKF)

Background and Justification: In reviewing the expenditures and revenues associated with the in-house food service operation, it was determined that contracting with a caterer for food preparation and delivery is in the best interest of the County and the Head Start/Early Head Start Program. The timeliness of delivery and quality of meals is guaranteed and full reimbursement will be received from the Department of Health Child Care Food Program for all breakfast, lunch, and afternoon snacks. Furthermore, the significant savings will allow us to maintain the teacher reclassification costs without increasing the program budget.

- Attachments:**
1. Bidder Contract
 2. Signature Page for Catering Contract (3)

Recommended by: [Signature] 3/17/11
 Department Director Date

Approved by: [Signature] 3/25/11
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs	502,125	1,004,251	502,125		
External Revenues	(350,984)	(701,971)	(350,984)		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>151,141</u>	<u>302,280</u>	<u>151,141</u>		

ADDITIONAL FTE POSITIONS (CUMULATIVE)

Is Item Included in Proposed Budget? Yes X No
 Budget Account No.: Fund 1002 Agency 147 Org. 1449 Object 3419
 Program Code: CC17

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding	Florida Department of Health (DOH)	\$ 350,984
	PBC	\$ <u>151,141</u>
		\$ 502,125

C. Departmental Fiscal Review. *[Signature]*
 3/18/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The fiscal impact is between FY 2011 through FY 2012. The costs reflected in exhibit A is due to approximately \$400,000 savings to the county.

[Signatures and dates: JN 3/25/11, VA 3/21/11, VA 3/29/11, W 3/14/11, G 3/25/11]

[Signature] 3/24/11
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 3/24/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

PROCUREMENT SUMMARY & APPROVAL FORM

Form D

Reference #: <u>11-029/KM</u> <input checked="" type="checkbox"/> IFB/RFP <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> PIGGYBACK		Title: _____			
Date Prepared: _____		Staff: _____		Manager: _____	
Total Value: <u>\$1,004,250.78</u>		User Department(s): <u>Community Services</u>			
Budget Line(s): _____ <input type="checkbox"/> Countywide (3 or more User Depts)					
/One:	<input checked="" type="checkbox"/>	NEW	(Includes option to renew for <u>3X</u> additional <u>12</u> month period(s))		
	<input type="checkbox"/>	RENEWAL OPTION	(Includes ___ additional ___ month renewal period(s))		
	<input type="checkbox"/>	AMENDMENT, NON-RENEWAL	(AMENDMENT # _____)		
	<input type="checkbox"/>	INCREASE OF AUTHORIZED LIMIT	(Includes ___ additional ___ month renewal period(s))		
	<input type="checkbox"/>	EXTENSION	(___ months)		
	<input type="checkbox"/>	ONE TIME PURCHASE - Purchase Order (PO) #:			
/One:	<input type="checkbox"/>	TERM CONTRACT - Term of Agreement: _____ to _____ MA #: _____			
		Previous Term Contract #: _____, Previous Term: _____ to _____			
		Previous Authorized Amount: \$ _____, Encumbered Amount: \$ _____			
		Historical Usage: \$ _____/month (Encumbered Amount) _____/mo (months of usage)			
		Includes ___% increase based on CPI renewal option. Additional reason for change in authorized amount: _____			
# OF A@ SBE BID RESPONSES	# OF NON SBE BID RESPONSES	TOTAL # OF AWARDEE(S)	# OF IPBC AWARDEE(S)	# OF OPBC AWARDEE(S)	# OF OS AWARDEE(S)
0	02	1	0	1	0
RECOMMENDED (1) <u>ELS Group</u> (2) _____					
AWARDEE(S): (3) _____ (4) _____					
Certified SBE: YES: Firm # from above: () Type: _____ Dollar / % amount of contract: _____ <input checked="" type="checkbox"/> NO: Code: _____ Subcontract to SBE? Yes No			Business Location: Firm #'s from above: (1) Code: <u>OPBC</u> If OPBC: City <u>Pompano Beach</u>		
PURPOSE OF PROCUREMENT ACTION: _____					

ATTACHMENTS (Check if attached)

- | | |
|--|--|
| <input type="checkbox"/> Letter(s) to Vendor for Dir=s signature | <input type="checkbox"/> AAAA@ form, if applicable |
| <input type="checkbox"/> Contract(s), if applicable | <input type="checkbox"/> Department justification, if applicable |
| <input type="checkbox"/> Form PP and Insurance Certificate | <input type="checkbox"/> Entered into AMS (Adv 3), Date _____ |
| <input type="checkbox"/> Prev BCC agenda item, if applicable | <input type="checkbox"/> Other |

UUUUUU A P P R O V A L S UUUUUU

MANAGER APPROVAL: _____ DATE: _____

DIRECTOR APPROVAL: _____ DATE: _____

Board of County Commissioners

Karen T. Marcus, Chair
Shelley Vana, Vice Chair
Paulette Burdick
Steven L. Abrams
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #11-029/KM**

**MEALS, CATERED, HEAD START PROGRAM,
TERM CONTRACT**

BID OPENING DATE: _____ AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

BIDDERS SHALL SUBMIT IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the business day posting period.

CAUTION

As they are issued, amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.com/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO.: 11-029/KM BID TITLE: Meals, Catered, Head Start Program, Term Contract

PURCHASING DEPARTMENT CONTACT: Kristen Monnett, Senior Buyer TELEPHONE NO.: 561-616-6824

FAX NO.: 561-242-6724 EMAIL ADDRESS: kmonnett@pbcgov.com

All bid responses must be received on or before _____, prior to 2:00 p.m. Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3111

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereon, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to receive bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS
GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to the invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to carefully examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or clarifications of this document must be submitted to the Purchasing Department in writing sufficient time to permit a written response, and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County staff are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds appropriated for this purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with all Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes and other items specified in response to this bid) contained in its bid meet all ANSI, ASME and all other Federal and State requirements. Bidder certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assure equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, by written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$1,000 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or employee who is also an officer, director, or employee or relative of an employee of Palm Beach County. However, all bidders shall disclose the name of any County employee or relative of a County employee who owns directly or indirectly an interest of ten percent or more in the bidder or any of its branches.

- i. **SUCCESSORS AND ASSIGNS:** Contractor and the successful bidder each bind themselves and their successors and assigns to the other party in respect to the provisions of this contract. Neither the County nor the successful bidder may assign, sub-convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, defend, harmless and defend the County, its agents, servants or employees from and against all claims, liability, loss and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performance of services or causes by the goods provided pursuant to these bid documents and/or resultant contract.

- k. **PUBLIC RECORDS:** All materials submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the Invitation for Bid preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise indicated in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to maintain that all required certifications, licenses and permits are in full force and current throughout the term of the contract. Failure to maintain this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or
- b. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- c. In evaluating bids in excess of one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000);
- d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer, supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE manufacturers/distributors that are not manufacturers.

The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each subcontractor.

The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce being counted towards meeting the SBE goal. This requirement applies to the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be utilized in performance of the contract, if awarded. This schedule shall be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and other transactions for annual contracts may be excluded from this requirement.)

Schedule(s) 2 - Payment to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 for each SBE and M/WBE subcontractor listed on Schedule 1 shall be completed and provided by the proposed SBE and/or M/WBE subcontractor. Subcontractors shall specify the amount of work to be performed, cost or percentage shall also be specified. Additional sheets may be used if needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward established SBE goals. Upon receipt of a complete application, IT TAKES UP TO MAXIMUM (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to complete certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

Item 7 - Responsibilities After Contract Award

Schedule 3 - SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors, specify the dollar amount for each subcontractor and show amount of payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 - SBE-M/WBE Payment Certification

A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades

- a. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades Business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a local, non-local, or regional business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- b. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local or regional business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- c. To receive either a Glades Local Preference or a Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. Please note that in order to receive a local preference, the bidder's name and Palm Beach County address listed on the business tax receipt must be the same bidders name and Palm Beach County address that is included in the bid submitted by the bidder to the County and that the attached A Certification of Business Taxation and Business Tax Receipt must accompany the bid at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference from Palm Beach County. Bidder require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.e
- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.042) attached form "Drug Free Workplace Certification" should be fully completed and submitted with bid response in order to be considered for preference when two (2) or more bids which are equal with respect to price, are received by Palm Beach County.
- f. **CONDITIONS:** Bidders are warned that any condition, qualification, provision, or requirement in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation is sufficient cause for the rejection of the bid as non-responsive.
- g. **PRICING:**
 - (1) Prices offered must be the price for new merchandise and free from tax. Unless specifically requested in the bid specifications, all bids containing modifying or escalation clauses shall be rejected.
 - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 - (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.

- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should note any discounts to be considered in the unit prices.
- h. **SUBMITTING A BID ON CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." Some items are to be bid at no charge, bidders should mark the items as "no charge." Items left blank shall be considered "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- ACCEPTANCE AND REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities and (2) reject the bid of any bidder who has previously failed in the performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all offers of bidders in order to make a determination as to its ability to perform.
- Palm Beach County reserves the right to reject any offer or bid if the prices for some line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.
- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as

provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.
- n. **GUA PURCHASES UNDER \$100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under \$100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

4. BID OPENING/AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened. Bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review at the Purchasing Department and on the Purchasing Department website www.pbcgov.com/purchasing prior to their approval and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting at the Purchasing Department shall prevail if a discrepancy exists between the reference.)
- c. **PROTEST PROCEDURE:** Protests are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6703. Protests must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered final when it is received by the Purchasing Department. Failure to protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of protest rights under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates shall be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

- c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract. Minor changes are defined as modifications which do not materially alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, change of delivery method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall notify and any provision of the contract shall be in writing to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

DEFAULT: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of the contract, or fails to make progress so as to ensure performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated and the successful bidder shall be liable for any excess costs incurred by the County as a result of this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- e. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.
- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:**

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf,

in order to ensure compliance with contract requirements and to detect corruption and fraud.

THIS IS THE END OF "GENERAL CONDITIONS."

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SPECIAL CONDITIONS

7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

8. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within the time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid will not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** use persons who are unable to answer specific questions regarding the requirement.
- B. The bidder shall provide copies of inspection reports from the Florida Department of Health for the past two (2) years. The reports shall indicate corrective action when deficiencies are noted.
- C. A delivery schedule shall be provided at the time of the bid. If schedule is not provided, the bid shall be rejected.

9. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which are or may be designated as "critical facilities" pursuant to Ordinance 2003-030 and Resolution R-2003-001. Therefore, prior to the award of any contract, the recommended awardee must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

10. AWARD (ALL-OR-NONE)

Palm Beach County shall award the bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

11. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability.

12. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

13. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

14. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations during the term of the contract at its sole discretion upon fourteen (14) calendar days written notice.

15. SAMPLES (UPON REQUEST)

Bidders shall provide, without cost to the County, samples of required items. Samples may be used in addition to documentation provided by a bidder to show compliance to technical specifications. Upon request, the County will return undestroyed samples to the unsuccessful bidders, at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and IFB item reference. Request for return of samples must be received with the sample and shall include return instructions with shipping authorization and name of carrier. If these instructions are not received, the commodities shall be disposed of by Palm Beach County at its discretion.

16. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is twenty-four (24) months. The anticipated value during the contract term is \$680,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

17. RENEWAL OPTION WITH ESCALATOR

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Bids shall remain firm for the full twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the three (3) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on the Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The formula is <http://www.bls.gov/cpi/home.htm>. At the County's sole discretion, this price adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of the renewal term.

NOTE: For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase in the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

18. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County Procurement Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 business days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

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**SPECIFICATIONS
 BID #11-029/KM**

**MEALS, CATERED, HEAD START PROGRAM,
 TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for food catering services for Palm Beach County Head Start on an as needed basis.

GENERAL

All meals provided shall meet the Minimum Food Specifications set forth by the Florida Department of Health.

LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Successful bidder(s) shall furnish all labor, materials and equipment necessary for performance of this contract. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

Successful bidder shall give every opportunity and strong consideration for employment opportunities arising as a result of this contract to current County employees subject to layoff.

SCOPE

All centers are scheduled to be open approximately 184 days during the contract year. The successful bidder(s) shall be provided a calendar of scheduled school days prior to the contract start date. The calendar is subject to change and is for informational purposes only. Any revisions will be provided in writing to the successful bidder(s) during the contract period.

Meal components and quantities for each are outlined in Attachment 1 and 1A.

TECHNICAL SPECIFICATIONS - FOOD

Meals shall be provided according to the menu "B" per Attachment #2. On specific days, inserts to the menu are provided. Menu items may be subject to change based on approval from the Florida Department of Health. Several holiday meals are planned throughout the program year and will be arranged upon mutual agreement between the bidder and Community Services Nutrition Services Specialist.

Meal components and minimum amounts to be provided per child are indicated on the cycle menu and shall meet USDA guidelines. Any substitutions or variations shall have prior written approval by Community Services Nutrition Services Specialist. Substitutions made without prior written approval shall be received at a cost to the successful bidder(s) which includes the reimbursement rate.

All food items shall meet the minimum specifications as set forth by the Florida Department of Health (additional information will be provided at the bidder's request). The County reserves the right to request the use of its own tested standardized recipes for certain menu items. The successful bidder(s) may be required to supply its own recipes for inspection upon request.

The following items shall be supplied as specified:

All bread, cereal, cracker, and cookie products shall be made with whole grain or enriched flour or meal as the primary ingredient.

All fruits, juices, and vegetables shall be USDA Grade A/Fancy. Vegetables shall be frozen unless otherwise indicated on menu. Fruits may be canned (except where fresh is indicated on menu) and shall be packed in water, or natural juice. All fruit juices shall be 100% full-strength and pasteurized. All fresh bananas are to be delivered one (1) day prior to serving and shall be green tipped. Fresh fruit shall include: cantaloupe, honey dew, watermelon, strawberries and fresh seasonal fruit, including but not limited to pears, peaches & kiwis.

Milk shall be fluid, pasteurized and fortified with Vitamin A and D, 1% white milk for pre-school age children and whole milk for toddlers. Cheese shall be natural or processed with not more than 3.9% moisture. Cheese food is not acceptable. Yogurt shall be low-fat vanilla and may not contain artificial sweeteners.

Meat, poultry, and eggs shall be procured from USDA inspected facilities. Ground chuck and luncheon meats shall be at least 85% lean. Luncheon meats and frankfurters (if by special request) may not contain pork or cereal fillers. Chicken shall be USDA Grade A and from fryers with weight no less than 2 pounds, 4 ounces. Chopped ham, turkey ham, chicken roll, and turkey roll shall not be used. Tuna shall be Grade A, chunk light, packed in water and shall be U.S. Government inspected. Eggs shall be USDA Grade A medium. Fish shall be Islandic, Cod or Pollock only and bear USDC and U.S. Grade A shield on packaging; batter shall be crunchy type breading panned. Fish squares or sticks shall be 100% fish fillets with no fillers. The fish product shall also have the Child Nutrition Label. Peanut butter shall be made from Grade A peanuts and of a smooth, thick, consistency. Chicken nuggets or patty shall be 100% meat of chicken no fillers and have the Child Nutrition Label. Entrée or combination food items shall have Child Nutrition Label. The Child Nutrition Labels shall be on file at the Suppliers office and a copy forwarded to the Senior Nutrition Specialist before being served.

Butter shall be supplied in portioned control lots to each site for use with bread, pancakes, waffles. Butter shall be 100% dairy product, no salt.

Salt and sugar are NOT to be used in the preparation of any food item.

Baby food shall contain no fillers. Formula shall include Ecolab, Similac products, Carnation, Good Start, Similac products, Prosobee, Isomil, Nutramigen, Alsoys, Pediasure, Isomil, etc. These items shall be provided in bulk through monthly orders.

Box lunches (Attachment 4) may be periodically required in place of the regular menu. In some cases, a two (2) day delivery notice may be requested. Each box lunch shall consist of the following components and quantities:

Meat – 1 ½ oz. roast beef, grilled chicken, turkey, or ham sandwich (sandwich shall be individually wrapped).

Vegetable – ½ cup carrot and celery sticks.

Fruit – small fresh orange, apple, or banana.

Bread – 2 slices sandwich bread

Milk – ½ pint 1%

Condiments – mayonnaise, mustard, blue cheese dressing

Any meal which does not adhere to the menu, regulations, or other terms of this contract shall not be payable by the County. The Florida Department of Health. The County reserves the right to obtain meals from the secondary bidder if the terms are not met. The excess cost shall be charged to the primary bidder, as well as the reimbursement rate for each meal.

Pudding shall be made from scratch, not canned or instant to minimize sugar and fat content.

SINGLE SERVICE UTENSILS FOR MEAL SERVICE

Three (3) comparable plates, 6 or 8 oz. drinking cups, forks, teaspoons, and knives SHALL meet the minimum standard as set forth by the Palm Beach County Rules and Regulations Governing Child Care, Article XI 5, "Preparation & Food Service Requirements".

All single service products for meal services shall be provided by the successful bidder(s). Bid prices submitted shall be inclusive of these items. It is the responsibility of the successful bidder(s) to keep all centers well-stocked with a minimum of three (3) day supply of these items at all times.

The successful bidder(s) shall be willing to upgrade the quality of the products at no additional charge, as the County deems necessary throughout the contract period. Samples of all single service utensils accepted at the time of bid award shall constitute the minimum level of performance during the term of the contract. All items shall meet the USDA minimum for standard or service.

Styrofoam products shall not be acceptable.

FOOD ORDERING

The number of child and adult meals required is dependent upon enrollment and staffing of centers. Meal orders shall be placed on a weekly basis for those planned on the cycle menu. Orders for special menus (Thanksgiving, Christmas, Black History week, etc.) will be placed one (1) week in advance of the scheduled delivery. A minimum of two (2) days notice will be given for box lunch orders for field trips.

FOOD PREPARATION

Menu items shall be prepared under properly controlled temperatures and sanitary conditions as required by state and local health standards. The County and the Florida Department of Health reserves the right to be present during food preparation times, both prior to award and during the contract period.

Standardized recipes shall be used/and available for on site evaluations to ensure compliance with the required meal component amounts as specified in Technical Specifications.

FOOD DELIVERY

Lunch and snack shall be delivered to the centers between 7:30 a.m. and 10:00 a.m. on the day it is scheduled on the cycle menu. Meals delivered after 10:30 a.m. shall be received at a cost to the bidder, which includes the reimbursement rate for each meal. Breakfast shall be delivered prior to the day it is scheduled on the cycle menu. If multiple sessions are required for any sites, food shall be delivered no later than 10:00 a.m. Box lunches shall be delivered no later than 9:00 a.m. Sandwich components shall be delivered prior to the day scheduled on the cycle menu.

Adequate refrigeration and heating shall be provided in clean vehicles for the transportation and delivery of food. The lunches shall be transported in such a way as to maintain the proper temperature at all times, until delivery. Refrigerated foods shall be delivered below 41° F. Hot food shall be delivered above 140° F. All food shall be such quality that it appears appetizing upon serving. Food delivered above 41° F (refrigerated), below 140° F (hot) and above 0° F (frozen) shall be received at a cost to the successful bidder(s) to include the reimbursement rate for each meal.

Disposable goods shall be supplied in sufficient quantity to ensure that meals are served in approved 3-compartment heavy duty flat plates and heavy duty bowls and cups. 6 oz. liquids shall be served in 8 oz. cups; 4 oz. liquids in 6 oz. cups. Approved heavy duty eating utensils and paper napkins shall also be supplied for all centers. Individually wrapped straws shall be included in box lunches.

Disposable serving utensils (spoons, tongs, etc.) shall be supplied to sites identified daily.

One (1) each of the following samples shall be submitted in quantities satisfactory to Palm Beach County. These samples may be required during the contract period.

- 8oz. Heavy Duty Cup Flat Bottom
- 6oz. Heavy Duty Cup Flat Bottom
- 9" 3-compartment Heavy Duty Plate
- 8 oz. Heavy Duty Bowl for Cereal or Soup
- 3-Ply Dinner Napkin
- Heavy Duty Knife
- Heavy Duty Teaspoon
- Heavy Duty Fork
- Individual Box for Box Lunch (cardboard). Minimum 8" long or 5" wide x 4" high.
- 5 ½ oz. Heavy Duty Soup

Hot food shall be delivered in bulk in aluminum disposable steam table pans, Ecko brand 6050 or 6132, as required by each center. The pan shall be covered with a fitted aluminum lid, not aluminum foil. Additionally, a layer of pastry paper shall separate the food from the aluminum lid. The successful bidder(s) shall supply, as necessary, a maximum of thirty (30) 3-compartment steam tables or comparable food shipping and storage containers for use at centers which are not equipped to store hot food. Steam tables shall remain the property of the successful bidder(s). The successful bidder(s) shall maintain these tables or comparable food shipping and storage containers in proper working order according to state and local safety and sanitation codes.

All food containers shall be individually labeled with the center name, food item enclosed, the number of portions, category of portion, portion size, day of usage, weight, and total quantity. The successful bidder(s) agrees to provide the proper serving utensils to ensure portion control, including No. 8 and No. 16 serving scoops, long handled spoons, slotted spoons and tongs. Daily sanitation of these utensils shall be the responsibility of the successful bidder(s) in accordance with the State of Florida Department of Health standards.

When box lunches are required, the accompanying milk shall be provided in iced coolers.

RECEIVING

Items delivered shall be unloaded and placed in the appropriate center area by the successful bidder(s). A numbered, itemized invoice shall be provided for each order received. The County reserves the right to refuse any item which does not comply with the requirements and specifications of this contract, or receive such items at a cost to the successful bidder(s) which includes the reimbursement rate.

PRODUCTION RECORDS

The successful bidder(s) shall have on file by facility, by day, production records throughout the contract period. The production record shall include: the number of portions, food items, portions, and total weight of food. These records shall be for auditing purposes on an annual basis.

SPECIAL DIETARY MEALS

The successful bidder(s) shall provide meals to meet individual dietary needs. These dietary needs shall include: low fat, low sodium, modification in consistency and texture, lactose free, protein restriction, gluten free, diabetes, vegetarian, etc. In some cases, a one (1) day delivery notice may be requested. The menu shall be tailored to meet the individual needs as necessary. The complete special diet meal shall be prepared and delivered on an individual plate or container with the child's first name and first initial of the last name written on the top wrap on the top of the plate. All food components shall be delivered on a labeled plate for a special diet event if they are not the same foods as are being served on the regular cycle menu. More than one labeled plate can be used for a single child's meal so that hot foods and cold foods can be separated.

NUTRITION EDUCATION FOOD ITEMS

Special food items shall be provided for use in the classroom. These shall include: milk, yogurt, ice cream, fresh fruits, fresh vegetables, breads, crackers, cookies, cream cheese, cheeses, etc. See Exhibit #2 for a list of Nutrition Activity items. The successful bidder(s) should consider a total quantity (20) children in their analysis for price quotation.

NUTRIENT ALTERED MILKS

The successful bidder(s) shall provide milk that is altered to meet individual dietary needs. These dietary needs shall include: Acidophilus, Lact-Aid, Lactose Free. Half (1/2) and One (1) gallon size containers are required.

Additional milk substitutes may also be required upon request to include: soy milk, rice milk, goat milk, etc.

PARENT INVOLVEMENT & HOLIDAY MEALS

Meals for parent activities shall be provided upon request from Community Services Nutrition Services Specialist. The meals shall be provided at a minimum twice a month from September through May of each program year. The meal component shall be consistent but limited to the menu as outlined as Exhibit # 1 (Menus Parent Activity) and Exhibit # 1A (Parent Involvement). Also, other box lunches that may be determined at a later date shall be provided upon request.

LOCATIONS/DAILY SERVICE

See Attachment 6.

Attachment 1

Palm Beach County Head Start / Early Head Start follow meal pattern guidelines set by the United States Department of Agriculture (USDA) in accordance with the chart on the next page. Breakfast, lunch, and an afternoon snack are served to all children every school day. Following the guidelines from the USDA and the Head Start Performance Standards ensures that children receive 1/2 to 2/3 of their Daily Nutritional Requirement in the form of healthy, nutritious meals and snacks which are low in fat, sugar and salt, and high in nutrients, vitamins and minerals.

Child and Adult Care Food Program Meal Pattern for Children*			
MEALS	Foods	Age 1 up to 3	Age 3 up to 5
BREAKFAST	<u>Juice*</u> or <u>Fruit or Vegetable</u> Bread or Cold or <u>Cooked Cereal</u> Fluid Milk	<u>1/4 cup (2 oz.)</u> 1/2 slice 1/4 cup or 1/3 oz. <u>1/4 cup</u> 1/2 cup (4 oz.)	<u>1/2 cup (4 oz.)</u> 1/2 slice 1/3 cup or 1/2 oz. <u>1/4 cup</u> 3/4 cup (6 oz.)
LUNCH	Meat, Poultry, Fish or Cheese or Egg (large) or Cooked Dry Beans/Peas or <u>Peanut Butter</u> <u>Fruits and/or Vegetable (Must serve at least 2 different varieties)</u> Bread or Cooked pasta or noodles or <u>Cooked Cereal Grains</u> Fluid Milk	1 oz. 1 oz. 1 egg 1/4 cup _____ 1/4 cup _____ 1/2 slice 1/4 cup 1/4 cup 1/2 cup (4 oz.)	1 1/2 oz. 1 1/2 oz. 1 egg 3/8 cup <u>3 Tbsp.</u> 1/2 cup _____ 1/2 slice <u>1/4 cup</u> 1/4 cup 3/4 cup (6 oz.)
SNACK (Serve 2 of 4 components)	<u>Juice*</u> or <u>Fruit or Vegetable</u> Meat/Meat Alternate Peanut Butter or <u>Yogurt</u> Bread or Cold or Cooked Cereal or <u>Cooked pasta or noodles</u> Fluid Milk	<u>1/2 cup (4 oz.)</u> 1/2 oz. _____ 4 oz. 1/2 slice _____ 1/4 cup 1/4 cup 1/2 cup (4oz.)	<u>1/2 cup (4 oz.)</u> 1/2 oz. 1 Tbsp. <u>4 oz.</u> 1/2 slice _____ 1/4 cup <u>1/4 cup</u> 1/2 cup (4 oz.)

* A separate Child and Adult Food Program Meal Pattern exist for Infants (birth to 11 months of age).

* Juice must be 100% juice. Juice may not be served at snack if milk is the only other component.

□ 1/4 cup (volume) or 1/3 ounce (weight) whichever is less.

□ 1/3 cup (volume) or 1/2 ounce (weight) whichever is less

Attachment 1A

Additional Food Component Requirements

Fluid Milk:

- After the child's first birthday and prior to the second birthday, whole milk must be served.
- After the child's second birthday, low-fat or fat free milk must be served.

Vegetable or fruit or juice:

- Vegetable or fruit juice must be full-strength, pasteurized and 100% juice. Unless orange or grapefruit juice, it must also be fortified with 100% or more of Vitamin C.
- Fruit juice must not be served more than once a day.
- Fresh, frozen or canned vegetables and/or fruits must be served at least twice a week on the breakfast menu and twice a week on the snack menu.
Please note: For those centers that claim two (2) snacks and one (1) meal, instead of two (2) meals and one (1) snack, fresh, frozen or canned vegetables and/or fruits must be served at least twice a week at each snack time.
- Good vitamin A sources must be served a minimum of twice a week and must come from vegetables and fruits.
- Good vitamin C sources must be served daily and must come from vegetables and fruits or fruit juice.
- Less than 1/8 cup of vegetables and fruits may not be counted to meet the vegetable/fruit component.

Grains/breads:

- Grain/bread food must be whole-grain or enriched or made from whole-grain or enriched meal or flour. Bran and germ are counted as enriched or whole-grain meals or flours. Cornmeal, corn flour, or corn grits must be designated as whole or enriched to be creditable.
- Only ready-to-eat breakfast cereals containing ten (10) grams of sugar or less per serving as stated on the Nutrition Facts label are allowed. Cereals with more than ten (10) grams of sugar per serving shall not be considered sweet grain/bread foods.
- Breakfast cereals are creditable if the ingredient statement shows that the primary grain ingredient is whole grain, enriched flour or meal, bran or germ.
- Sweet grain/bread foods must be whole grain or made with enriched flour or meal and may be credited as a bread serving at breakfast and snack only. Prepackaged grain/bread products must have enriched flour or meal or whole grains as the first ingredient listed on the package.
- No more than two (2) sweet grain/bread breakfast items and no more than two (2) sweet grain/bread snack items may be served per week (not to exceed four (4) sweet items per week).
Please note: Regardless of how many different types of snacks you offer (i.e. morning snack, afternoon snack, and evening snack) - your CCFP menu must not contain more than two (2) sweet grain/bread snack items per week.

Meat or meat alternate:

- Commercially processed combination foods (convenience entrees - frozen or canned) must have a CN label or manufacturer's analysis sheet stating the food component contribution to the meal pattern.
- A serving of cooked dry beans or peas may count as a vegetable or as a meat alternate, but not as both components in the same meal.

Please note that donated foods shall not be used to contribute to the meal pattern requirements

ATTACHMENT 2**Cycle Menu "B"**

08-16-10 10-11-10 12-06-10 01-31-11 03-28-11 05-23-11 07-18-11 PALM BEACH COUNTY HEAD START / EARLY HEAD START
 CENTER NAME

Refer to Child Care Food Program meal Pattern for Children when planning portion sizes for age groups, specified in this bid.

Milk must be served with each breakfast, lunch and supper meal. Milk must be served with snack as indicated.

Between a child's first and second birthday, whole milk must be served. After age 2, it is required that lowfat (15) or fat free milk be served.

WEEK ONE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	Apple Juice Cornflakes Milk	Orange juice Banana Muffin Milk	Fresh Orange Slices Cinnamon Raisin Bagel Cream Cheese Milk	Grape juice Special K English Muffin jelly Milk	Seasonal Fresh Fruit Cinnamon Roll Milk
LUNCH	Ham Roll Egg Noodles Green Beans Sweet Potatoes Milk	Lasagna (Ground Beef) 1 serv. = 1½ oz. mt/mt alt. And 1 brd. For 1-5 yr. olds Italian Bread Tossed Salad (lettuce, Tomato, Cucumber) Lowfat Ranch Dressing Pears Milk	Baked Chicken Rice Whole Wheat Roll Butter Peas & Carrots Peaches Milk	*Breaded Fish Ketchup Biscuit Baked Beans Fruit Salad (NO GRAPES) Milk	Tacos (with hard shell & Ground beef) 1 serv. = 1½ mt/mt alt. and 1 brd. Shredded Cheese (1 oz.) Shredded lettuce and diced Tomato Mild Salsa Spanish Rice Mexican Corn Milk
SNACK	Oatmeal Cookie Milk	Yogurt Flavored 4 oz cup Animal Crackers	String Cheese Fruit Cocktail (NO GRAPES)	Banana Plain Graham Crackers	Assorted Crackers Tuna Salad

*Requires a Child Nutrition (CN) label. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2010-2011

Serv. = serving; mt/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable

ATTACHMENT 2**Cycle Menu "B"**

08-24-10 10-18-10 12-13-10 02-07-11 04-04-11 05-30-11 07-25-11

PALM BEACH COUNTY HEAD START / EARLY HEAD START

CENTER NAME

Refer to Child Care Food Program meal Pattern for Children when planning portion sizes for age groups, specified in this bid.

Milk must be served with each breakfast, lunch and supper meal. Milk must be served with snack as indicated.

Between a child's first and second birthday, whole milk must be served. After age 2, it is required that lowfat (1%) or fat free milk be served.

WEEK TWO	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	Blended 100% Juice Cornflakes Milk	Fresh orange Wedges 1 slice of Raisin Bread (plain, no icing) Butter Milk	Peaches English Muffin jelly Milk	Grape Juice Blueberry Muffin Milk	Apple Juice Crispix Cereal Milk
LUNCH	*Chicken Nuggets Barbecue Sauce Whole Wheat Roll Mashed Potatoes Cooked Baby Carrots Milk	*Ravioli 1 slice of Garlic Bread Green Peas Pears Milk	Chicken & Noodles 1 serv. = 1½ mt/mt alt. and 1 brd Corn Bread Broccoli Peaches Milk	Cheeseburger on Bun Mustard, Lowfat Mayo & Ketchup Lettuce, Tomato, Pickle Green Beans Peaches Milk	Sliced Ham & Cheese Sandwich 1 serv. = 1½ mt/mt alt. and 1 brd Mustard, Lowfat Mayo Lettuce, Tomato & Pickle Baked Beans Pineapple Tidbits Milk
SNACK	Vanilla Wafers Applesauce	Graham Crackers Milk	Cheese Crackers Orange Juice	Fruit Cocktail (NO GRAPES) Animal Crackers	Blueberry Muffin Milk

*Requires a Child Nutrition (CN) label. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2010-2011

Serv. = serving; mt/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable

ATTACHMENT 2**Cycle Menu "B"**

08-30-10 10-25-10 12-20-10 02-14-11 04-11-11 06-06-11 08-03-11 PALM BEACH COUNTY HEAD START / EARLY HEAD START

CENTER NAME

Refer to Child Care Food Program meal Pattern for Children when planning portion sizes for age groups, specified in this bid.

Milk must be served with each breakfast, lunch and supper meal. Milk must be served with snack as indicated.**Between a child's first and second birthday, whole milk must be served. After age 2, it is required that lowfat (1%) or fat free milk be served.**

WEEK THREE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	Orange Juice Cinnamon Toasters Milk	Banana Toasted English Muffin Jelly Milk	Blended 100% Juice Crispy Rice Cereal Blueberry Muffin Milk	Orange Wedges Cinnamon Roll Milk	Cantaloupe Cubes Bagel w/cream cheese Milk
LUNCH	Sloppy Joe Bun Mixed Vegetables Peaches Milk	Turkey and Cheese Sandwich on Whole Wheat Bread (At a minimum 1 sand.= 1½ oz. mt/mt alt. And 1 brd. For 1-5 yr. olds) Lowfat Mayonnaise & Mustard Bell Pepper Strips Tater Tots Milk	Barbecue Chicken Rice Italian Green Beans Biscuit Applesauce Milk	Spaghetti & Meat Sauce (with Ground Beef) 1 serv. = 1½ mt/mt alt. and 1 brd Italian Bread Tossed Salad (Lettuce, Tomato, Cucumber) Lowfat French Dressing Pears Milk	Arroz con Pollo 1 slice of Cuban Bread Peas & Carrots Plantains Milk
SNACK	Granola Bar Milk	Fish Shaped Crackers (1 svq. = 20 grams for all ages) Grape Juice	Cheese Slice Soft Tortilla	Assorted Crackers Fruit Cocktail (NO GRAPES)	Fresh Broccoli and Cauliflower Florets Cheese Sauce Cheese Crackers

*Requires a Child Nutrition (CN) label. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2010-2011

Serv. = serving; mt/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable

ATTACHMENT 2**Cycle Menu "B"**

09-06-10 11-01-10 12-27-10 02-21-11 04-18-11 06-13-11 08-08-11 PALM BEACH COUNTY HEAD START / EARLY HEAD START

CENTER NAME

Refer to Child Care Food Program meal Pattern for Children when planning portion sizes for age groups, specified in this bid.

Milk must be served with each breakfast, lunch and supper meal. Milk must be served with snack as indicated.**Between a child's first and second birthday, whole milk must be served. After age 2, it is required that lowfat (15) or fat free milk be served.**

WEEK FOUR	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	Orange Juice Cornflakes 1 slice of Raisin Bread (plain, no icing) Butter Milk	Pears Blueberry Muffin Milk	Orange Wedges Crispy rice cereal Milk	Grape Juice Bagel Jelly Milk	Apple Juice English Muffin jelly Milk
LUNCH	*Breaded Park Pattie Gravy Biscuit Cooked Carrots Mash Potatoes Milk	Turkey Tetrazzini 1 serv. = 1½ mt/mt alt. and 1 brd Roll Butter Broccoli Pineapple Tidbits Milk	Hamburger Patty with Cheese Bun Lettuce, Tomato, Pickle Mustard & Ketchup Baked Beans Peaches Milk	Chicken and Vegetable Stir Fry 1 serv. = 1½ mt/mt alt. and 1 brd Brown Rice Banana Milk	*Fish Sticks Ketchup Roll Green Beans Oven Fries Fresh Seasonal Fruit (No Grapes) Milk
SNACK	Graham Crackers Applesauce	Vanilla Wafers Milk	Yogurt Flavored 4 oz cup Animal Crackers	Fruit Salad (No Grapes) Cinnamon Bread (no icing)	Turkey (Cubed or Sliced) Assorted Crackers

*Requires a Child Nutrition (CN) label. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2010-2011

Serv.= serving; mt/mt alt.= meat/meat alternate; brd. = bread; veg.=vegetable

ATTACHMENT 2**Cycle Menu "B"**

09-13-10 11-08-10 01-03-11 02-28-11 04-25-11 06-20-11

PALM BEACH COUNTY HEAD START / EARLY HEAD START

CENTER NAME

Refer to Child Care Food Program meal Pattern for Children when planning portion sizes for age groups, specified in this bid.

Milk must be served with each breakfast, lunch and supper meal. Milk must be served with snack as indicated.**Between a child's first and second birthday, whole milk must be served. After age 2, it is required that lowfat (1%) or fat free milk be served.**

WEEK FIVE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
BREAKFAST	Grape Juice Crispix Cereal Banana Bread Milk	Applesauce Cinnamon Toast Milk	Orange Juice Apple Zings Cereal English Muffin Jelly Milk	Banana Crispy rice cereal Milk	Cantaloupe Cubes Blueberry Muffin Milk
LUNCH	Turkey Roast Whole Wheat Roll Butter Mashed Potatoes Mixed Vegetables Pears Milk	Ham Macaroni & Cheese Roll Broccoli Black Eye Peas Pineapple Tidbits Milk	*Chicken Strips Biscuit Sliced Tomatoes Tater Tots Ketchup Fruit Cocktail (No Grapes) Milk	*Salisbury Steak Gravy Cornbread Butter Baby Green Lima Beans Peaches Milk	*Pizza Corn Spinach Salad (Spinach, Tomato, Cucumber) Lowfat French Dressing Fruit Cocktail (No Grapes) Milk
SNACK	Pita Bread Cheese Slice	Graham Crackers Orange Wedges	Oatmeal Cookie Milk	Assorted Crackers Fresh Broccoli Florets Lowfat Ranch Dressing	Granola Bar Milk

*Requires a Child Nutrition (CN) label. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2010-2011

Serv.= serving; mt/mt alt.= meat/meat alternate; brd. = bread; veg.=vegetable



EARLY HEAD START INFANT MENU 2010 - 2011

Child and Adult Care Food Program Meal Pattern for Infants

MEALS	FOODS	BIRTH – 3 MONTHS	4 – 7 MONTHS	8 – 11 MONTHS
BREAKFAST	Infant Formula or Breastmilk Strained Fruit and/or Vegetable Infant Cereal	4 – 6 Fluid ounces NO NO	4 – 8 fluid ounces NO 0 – 3 Tbsp. (Optional)	6 – 8 fluid ounces 1 – 4 Tbsp. 2 – 4 Tbsp.
LUNCH	Infant Formula or Breastmilk Strained Vegetable and/or Fruit Infant Cereal and/or: -Strained meat, fish, poultry, egg yolk, cooked dry beans/peas or: -Cheese or: -Cottage Cheese, cheese food, or cheese spread	4 – 6 fluid ounces NO NO NO NO NO	4 – 8 fluid ounces 0 – 3 Tbsp. (Optional) 0 – 3 Tbsp. (Optional) NO NO NO	6 – 8 fluid ounces 1 – 4 Tbsp. 2 – 4 Tbsp. and/or 1-4 Tbsp. or: ½ - 2 ounces or: 1 – 4 ounces
SNACK	Infant Formula or Breastmilk or: Full Strength Fruit Juice Bread or Crackers	4 – 6 fluid ounces NO NO	4 – 6 fluid ounces NO NO	2 – 4 fluid ounces or 2 – 4 fluid ounces Optional: 0 – ½ slice 0 – 2

- There is not a menu for infants up to three months in age because they receive only breastmilk or formula. The meal pattern for this age group is listed above and follows the USDA Child Care Food Program guidelines.
- Infant Formula and dry infant cereal shall be iron- fortified.
- Bread and bread alternates shall be made from whole-grain or enriched meal or flour.
- Food should be the texture and consistency appropriate for the age of the infant and may be served during a span of time consistent with the infant's eating habits.
- Honey is not to be served or used in food served to infants less than one year of age.





**HEAD START/EARLY HEAD START AND CHILDREN'S SERVICES
EARLY HEAD START MENU FOR AGES 4 MONTHS TO 7 MONTHS OF AGE
2010/2011**

Note – These are minimum requirements.

<u>MONDAY BREAKFAST</u>	<u>TUESDAY BREAKFAST</u>	<u>WEDNESDAY BREAKFAST</u>	<u>THURSDAY BREAKFAST</u>	<u>FRIDAY BREAKFAST</u>
Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Rice Iron Fortified Cereal (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Oatmeal Iron Fortified Cereal (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Rice Iron Fortified Cereal (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Oatmeal Iron Fortified Cereal (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Rice Iron Fortified Cereal (1 to 3 Tbsp.)
<u>MONDAY LUNCH</u>	<u>TUESDAY LUNCH</u>	<u>WEDNESDAY LUNCH</u>	<u>THURSDAY LUNCH</u>	<u>FRIDAY LUNCH</u>
Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Oatmeal Iron Fortified Cereal (1 to 3 Tbsp.) Green Beans (1 to 3 Tbsp.) Peaches (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Rice Iron Fortified Cereal (1 to 3 Tbsp.) Green Peas (1 to 3 Tbsp.) Applesauce (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Oatmeal Iron Fortified Cereal (1 to 3 Tbsp.) Carrots (1 to 3 Tbsp.) Banana (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Rice Iron Fortified Cereal (1 to 3 Tbsp.) Squash (1 to 3 Tbsp.) Pears (1 to 3 Tbsp.)	Breastmilk or Iron Fortified Formula (4 to 8 OUNCES) Infant Oatmeal Iron Fortified Cereal (1 to 3 Tbsp.) Sweet Potatoes (1 to 3 Tbsp.) Apples & Pears (1 to 3 Tbsp.)
<u>MONDAY SNACK</u>	<u>TUESDAY SNACK</u>	<u>WEDNESDAY SNACK</u>	<u>THURSDAY SNACK</u>	<u>FRIDAY SNACK</u>
Breastmilk or Iron Fortified Formula (4 to 6 OUNCES)	Breastmilk or Iron Fortified Formula (4 to 6 OUNCES)	Breastmilk or Iron Fortified Formula (4 to 6 OUNCES)	Breastmilk or Iron Fortified Formula (4 to 6 OUNCES)	Breastmilk or Iron Fortified Formula (4 to 6 OUNCES)



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HEAD START/EARLY HEAD START AND CHILDREN'S SERVICES
EARLY HEAD START MENU FOR AGES 8 MONTHS TO 11 MONTHS OF AGE
2010/2011 WEEK 1

Note – These are minimum requirements.

<u>Monday Breakfast</u>	<u>Tuesday Breakfast</u>	<u>Wednesday Breakfast</u>	<u>Thursday Breakfast</u>	<u>Friday Breakfast</u>
Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)
Infant Rice Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Oatmeal Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Rice Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Oatmeal Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Rice Iron Fortified Cereal (2 to 4 Tbsp.)
Bananas (1 to 4 Tbsp.)	Peaches (1 to 4 Tbsp.)	Bananas & Mixed Berries (1 to 4 Tbsp.)	Pears (1 to 4 Tbsp.)	Applesauce (1 to 4 Tbsp.)
<u>Monday Lunch</u>	<u>Tuesday Lunch</u>	<u>Wednesday Lunch</u>	<u>Thursday Lunch</u>	<u>Friday Lunch</u>
Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)
Sweet Peas (1 to 4 Tbsp.)	Green Beans (1 to 4 Tbsp.)	Sweet Potatoes (1 to 4 Tbsp.)	Squash (1 to 4 Tbsp.)	Peas & Carrots (1 to 4 Tbsp.)
Apples/ Blueberries (1 to 4 Tbsp.)	Banana/Apple/Pear (1 to 4 Tbsp.)	Pears & Pineapple (1 to 4 Tbsp.)	Strawberry/Apple/Banana (1 to 4 Tbsp.)	Apples & Pears (1 to 4 Tbsp.)
Chicken (1 to 4 Tbsp.)	Veal (1 to 4 Tbsp.)	Beef (1 to 4 Tbsp.)	Turkey (1 to 4 Tbsp.)	Ham (1 to 4 Tbsp.)
<u>Monday Snack</u>	<u>Tuesday Snack</u>	<u>Wednesday Snack</u>	<u>Thursday Snack</u>	<u>Friday Snack</u>
Pear Juice (2 to 4 OUNCES)	White Grape Juice (2 to 4 OUNCES)	Apple Juice (2 to 4 OUNCES)	Pear Juice (2 to 4 OUNCES)	White Grape Juice (2 to 4 OUNCES)
Teddy Grahams (4 to 6)	Wafer Crackers (2 to 4)	Vanilla Wafers (2 to 4)	Animal Crackers (2 to 4)	Graham Crackers (2 to 4)



HEAD START/EARLY HEAD START AND CHILDREN'S SERVICES
EARLY HEAD START MENU FOR AGES 8 MONTHS TO 11 MONTHS OF AGE
2010/2011 Week 2

Note – These are minimum requirements.

<u>Monday Breakfast</u>	<u>Tuesday Breakfast</u>	<u>Wednesday Breakfast</u>	<u>Thursday Breakfast</u>	<u>Friday Breakfast</u>
Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)
Infant Rice Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Oatmeal Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Rice Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Oatmeal Iron Fortified Cereal (2 to 4 Tbsp.)	Infant Rice Iron Fortified Cereal (2 to 4 Tbsp.)
Bananas (1 to 4 Tbsp.)	Pears (1 to 4 Tbsp.)	Pears & Pineapple (1 to 4 Tbsp.)	Peaches (1 to 4 Tbsp.)	Applesauce (1 to 4 Tbsp.)
<u>Monday Lunch</u>	<u>Tuesday Lunch</u>	<u>Wednesday Lunch</u>	<u>Thursday Lunch</u>	<u>Friday Lunch</u>
Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)	Breastmilk or Iron Fortified Formula (6 to 8 OUNCES)
Sweet Potatoes (1 to 4 Tbsp.)	Mixed Vegetables (1 to 4 Tbsp.)	Carrots (1 to 4 Tbsp.)	Squash (1 to 4 Tbsp.)	Green Beans (1 to 4 Tbsp.)
Pears & Apples (1 to 4 Tbsp.)	Peaches & Bananas (1 to 4 Tbsp.)	Bananas, Apple & Pears (1 to 4 Tbsp.)	Apples/Blueberries (1 to 4 Tbsp.)	Apricots w/ Mixed Fruit (1 to 4 Tbsp.)
Chicken (1 to 4 Tbsp.)	Veal (1 to 4 Tbsp.)	Beef (1 to 4 Tbsp.)	Turkey (1 to 4 Tbsp.)	Ham (1 to 4 Tbsp.)
<u>Monday Snack</u>	<u>Tuesday Snack</u>	<u>Wednesday Snack</u>	<u>Thursday Snack</u>	<u>Friday Snack</u>
Apple Juice (2 to 4 OUNCES)	Pear Juice (2 to 4 OUNCES)	White Grape Juice (2 to 4 OUNCES)	Apple Juice (2 to 4 OUNCES)	White Grape Juice (2 to 4 OUNCES)
Teddy Grahams (4 to 6)	Wafer Crackers (2 to 4)	Vanilla Wafers (2 to 4)	Animal Crackers (2 to 4)	Graham Crackers (2 to 4)

Attachment 3**MINIMUM FOOD SPECIFICATIONS**

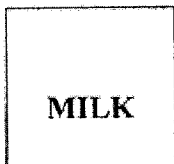
The successful bidder(s) shall purchase and provide foods according to the following food specifications and Cycle Menu, Attachment 2. Contract price shall include price of food (including condiments), milk, disposable meal service products, packaging, utensils, preparation and transportation. The successful bidder(s) shall not be paid for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

The successful bidder shall ensure that meals are delivered in packaging suitable for maintaining meals in accordance with local health standards. Containers and overlays shall have airtight closures, be of non-toxic material, and be capable of maintaining internal temperatures of **hot** food at or above 135°F and **cold** foods at or below 41°F.

Menu substitutions shall be made for emergency circumstances only and must be documented by the successful bidder(s). The successful bidder(s) shall inform the facility of menu substitutions prior to delivery.

A designee(s) of the facility shall ensure adequacy of delivery and meals, and verify food temperatures, before signing the delivery ticket. Date and time of delivery shall be noted and any **cold** food product delivered at or above 42°F or any **hot** food product delivered at or below 134°F shall not be accepted.

The successful bidder(s) shall maintain records supported by delivery tickets, purchase orders, invoices, production records for this contract or other evidence for inspection and reference to support payments, and claims. These records shall also include cooking temperature and holding temperature logs, storage and transportation temperature logs of all foods catered to the facilities.



Milk shall meet State and local standards for fluid milk. Shall be pasteurized whole, or reduced fat, or low-fat, or fat free, or cultured buttermilk. Milk shall contain vitamins A and D at levels specified by the Food and Drug Administration.

Note: Milk shall be served with each breakfast, lunch and supper meal. Between a child's first and second birthday, whole milk must be served. After the child's second birthday, it is required that low-fat or fat free milk be served. If necessary, low-fat flavored milk may be served.

VEGETABLES	CANNED	FROZEN	FRESH
BEANS, BAKED	Beans, baked, sauce containing brown sugar, ketchup and mustard sauce. U.S. Grade A or Fancy.		
Beans, Black	U.S. Grade A or Fancy		
Beans, Garbanzo	U.S. Grade A or Fancy		
Beans, Green	Cut, 1-¼ serving, U.S. Grade A or Fancy.		U. S. No. 1
Beans, Lima, Baby	U.S. Grade A or Fancy		U. S. No. 1
Beans, Red	Dark or light red, U.S. Grade A or Fancy, Packed in water		
Broccoli		U.S. Grade A or Fancy	U. S. No. 1
Broccoli and Cauliflower		U.S. Grade A or Fancy 50% Broccoli - 50% Cauliflower	U. S. No. 1
Broccoli, Ready-to-use			Florets - 1 to 2-3/4 in. by 1 to 1-1/2 in., U.S. No.1, USDA, QTV
Carrots	Sliced or diced U.S. Grade A, Fancy	Sliced or diced U.S. Grade A	Whole, U.S. No.1

Attachment 3

VEGETABLES	CANNED	FROZEN	FRESH
Carrots, Ready-to-use			Baby-cut - 2 in., 3/8" to 11/16", U.S. No.1, from USDA inspected plant. Sticks - 3-3/4 in. to 4 in., 1/4" to W, U.S. No.1, from USDA inspected plant.
Carrot, Pineapple & Raisin Salad			Prepared salad pack - Must be from a USDA inspected plant.
Cabbage			U.S. NO.1
Cabbage, Ready-to-use			Shredded - Green, 1/16 in., U.S. No.1, from USDA inspected plant. Salad mix - Shredded green cabbage, shredded red cabbage and carrots mixed, U.S. No.1, from USDA inspected plant.
Cauliflower, Ready-to-use			Florets - 1 to 2-1/2 in. by 1 to 1-1/2 in., U.S. No.1, USDA QTV
Celery			U.S. Extra NO.1
Celery, Ready-to-use			Sticks - 3/4 in. by 4 in., U.S. No.1, from USDA inspected plant.
Coleslaw			Prepared salad pack - Must be from a USDA inspected plant.
Corn	Vacuum pack, whole kernel, golden sweet Midwest. U.S. Grade A or Fancy	U.S. Grade A	U.S. No.1, with or without husk
Corn, Mexican	U.S. Grade A or Fancy	U.S. Grade A	
Cucumbers			U.S. NO.1
Greens (Collard, Mustard or Turnip)	Chopped, U.S. Grade A or Fancy	Chopped, U.S. Grade A	U.S. NO.1
Lettuce			Iceberg head - U.S. Grade NO.1 Romaine (or cos lettuce) U.S. Grade No.1
Lettuce, Ready-to-use			Chopped - Medium, iceberg, U.S. No.1, from USDA inspected plant Salad mix - Chopped iceberg lettuce and romaine, U.S. No.1, from USDA inspected plant.

Attachment 3

VEGETABLES	CANNED	FROZEN	FRESH
Mixed Vegetables	U.S. Grade A or Fancy	<p><u>California Style</u> - U.S. Grade A, broccoli cuts, cauliflower florets, carrot cuts</p> <p><u>5 Vegetable Blend</u> - U.S. Grade A, 28% each corn and carrots, 17% each peas, and beans, 10% limas</p> <p><u>Italian Vegetables</u> - U.S. Grade A, IQF sliced zucchini, cauliflower, carrot chunks, Italian green beans, lima beans and red peppers</p> <p><u>Oriental Style</u> - U.S. Grade A, French cut green beans, broccoli cuts, onion strips, sliced mushrooms, diced <u>red peppers</u></p>	
Okra		<u>Cut</u> U.S. Grade A or Fancy	U.S. NO.1
Peas, Black Eye	U. S. Grade B	Monarch or Clemson varieties, light skin with dark eye	U.S. NO.1
Peas, Green	U.S. Grade A or Fancy	U.S. Grade A	U.S. NO.1
Peas & Carrots	U.S. Grade A or Fancy carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by <u>weight</u>	U.S. Grade A carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by <u>weight</u>	U.S. NO.1
Peppers, Green and Red			U.S. NO.1 Whole or pre-cut, Julienne
Pickles, Dill strips	Prime Quality, firm, plump and uniform in size, cut length wise with kosher taste		
Pickles, Dill slices	U. S. Grade B		
Pickles, Sweet chip	U. S. Grade B, cross cuts or slices		
Potatoes	Whole or sliced, U. S. Grade A		U.S. NO.1
Potatoes, French Fried - Crinkly cut, curls, or shoestring		Especially made for oven preparation. Made from USDA Grade A Russet potatoes.	

Attachment 3

VEGETABLES	CANNED	FROZEN	FRESH
Potatoes, Mashed	Canned instant mashed, pearl-style, made with vitamin C and milk substitute or Dehydrated Instant granules with milk, Vitamin C enriched		
Potatoes Natural-cut wedge fries		Uniform cuts, USDA Grade A, made from Russet potatoes.	
Potatoes New	Whole or sliced, U. s. Grade A	Roasted redskin chunks, IQF, oven prep.	U. S. No 1
Potatoes, Patty		Hash brown oval patty, U. S. Grade A, oven ready, a serving must equal ¼ cup or ½ cup vegetable	
Potatoes Rounds		USDA Grade A. Tater Tots, Gems, Vitamin C enriched.	
Potatoes, Sweet	U.S. Grade A in Light Syrup	Yam Patties – packed in USDA inspected plant	U. S. No 1
Potatoes Salad			Prepared salad pack – Must be from a USDA inspected plant.
Salsa	Mild, containing all vegetable w/minor amounts of species.		
Spinach	Copped, Grade A or Fancy	Copped, Grade A	U. S. No 1
Squash, Yellow, Summer		Sliced, Grade A or Fancy	U. S. No 1
Succotash	U.S. Grade A or Fancy carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight	U.S. Grade A carrots shall not comprise less than 25% by weight and peas shall not comprise less than 50% by weight	
Three Bean Salad	U.S. Grade A or Fancy, mixture of green beans, wax beans, and dark or light red beans, marinated.		
Tomatoes	Whole, sliced, or crushed, U. S. Grade B or Extra Standard		U. S. No 1
Tomatoes Sauce	U. S. Grade B or Extra Standard		
Vegetable Sticks		Blend of corn, carrots, onions and green beans are formed into a uniform "stick" shape, and then slightly coated with crunchy breading. 4 vegetable sticks are equivalent to ¼ cup vegetable requirement.	

Attachment 3

VEGETABLES	CANNED	FROZEN	FRESH
Yucca		Skinless, pre-cut	Roots completely covered with bark-like skin, free from cracks, sliminess or mold.
Zucchini		Sliced, Grade A or Fancy	U. S. No 1

Fruit	Canned	Frozen	Fresh
Apples (All varieties)	Sliced, regular pack in water, U. S. Grade A or Fancy		U. S. No 1
Applesauce	Unsweetened, regular texture, natural color U. S. Grade A or Fancy		
Apricot Halves	Water or natural juice U. S. Grade A		
Bananas			Must be delivered to facility with even bright yellow color, un-bruised
Fruit Cocktail	Water or natural juice U. S. Grade A NO GRAPES		
Fruit Salad, Ready-to-serve			<u>Chilled</u> - Florida Pack. Salad packed in plants with continuous USDA inspection. Salad to include orange sections, pineapple chunks, and grapefruit sections. Grapefruit not to exceed 50%.
Grapefruit (All varieties)	Sections, U. S. Grade B, Choice. Whole in light syrup.		Fresh - U. S. No 1
Juice, Ready-to-serve (All varieties)	All juice must be 100% fruit or vegetable juice, USDA Inspected and pasteurized. All juice must be fortified with 100% or more of vitamin C unless it is orange or grapefruit juice. Juice must be delivered to the facility ready to serve.		
Oranges (All varieties)			Fresh - U. S. Fancy Chilled - U. S. Grade A or Fancy
Peaches	Halves or slices. Yellow, cling stone, in juice. <u>U.S. Grade B, Choice</u>		U. S. No 1
Pears	Halves or slices. Bartlett, U.S. Grade B in juice		U. S. No 1
Pineapple (Chunks, crushed, or sliced)	U.S. Grade B packed in juice, product of Hawaii, Philippines or Thailand		U. S. No 1
Plantains		Sliced, Individually Quick Frozen, pre-cooked, oven ready.	Ripe or green, ready to cook
Prunes	Dried, pitted, whole. U. S. Grade A Small or Medium		

Attachment 3

Fruit	Canned	Frozen	Fresh
Seasonal Fresh Fruit			<u>Cantaloupe</u> – "Full slip" stem end, free from lumps or soft spots. <u>Honeydew</u> – Symmetrical, firm-not rock-hard, free from lumps or soft spots. <u>Strawberries</u> – U. S. No. 1 <u>Watermelon</u> – With or without seeds, dull skin, no flat sides, has hollow sound when tapped.

Grains/Breads	
Pre-packaged sweet items: (grain and Cereal and Granola Bars, Cookies, Muffins, Quick Breads)	Must have enriched flour or meal or whole grain as the first ingredient listed on the package.
Read-to-eat Cereals	Must contain 10 grams of sugar or less per serving as stated on the Nutrition Facts Label.
All Other grain/bread products	Must meet Grain/Bread Requirement for Child Care Food Program, Exhibit A.

Meat/Meat Alternates	
Beef, Breaded country fried patties	Frozen, fully cooked. CN Label required. Minimum 2.90 oz. patties to provide 1.50 oz. meat/meat alternate and 1 serving of bread for children ages 1-5. Minimum 3.88 oz. patties to provide 2.00 oz. meat/meat alternate and 1-1/4 serving of bread for children ages 6-12. Ingredients: Ground beef not to exceed 30% fat, water, vegetable protein product, <u>Spices and seasonings</u> . No dried whole e s or MSG allowed.
Beef, Canned Cubed	Lean meat only, in juice. 3/4 inch to 1 inch cubes. USDA inspected
Beef, Ground	Beef, round, bulk, frozen; IMPs 136; 80:20 lean to fat ratio or less than 20% fat.
Beef, Patties	<u>Frozen</u> fully cooked. CN Label required. Minimum 1.95 oz. flamebroiled beef patty to provide 1.50 oz. meat/meat alternate for children ages 1-5. Minimum 2.50 oz. flamebroiled beef patty to provide 2.00 oz. meat/meat alternate for children ages 6-12. Ingredients: Ground beef (not more than 30% fat), water, vegetable protein product, <u>spices and seasonings</u> . No dried whole e s or MSG allowed.
Beef, Salisbury patties	Frozen, fully cooked. CN Label required. Minimum 2.14 oz. patty to provide 2.00 oz. meat/meat alternate. Ingredients: Ground beef (not more than 30% fat), water, vegetable protein product, <u>spices and seasonings</u> . No dried whole e s or MSG allowed.
Beef, Shoulder Clod Roast	USDA Grade Good 12-14 lb. Roasts. Frozen. The shoulder clod roast is the same as the IMPs 114 except that the shoulder (cutaneous muscle) shall be removed when the underlying fat must be trimmed to comply with the surface fat thickness requirements. The heavy tendons at the elbow end of the clod shall be trimmed even with the lean and all sides shall be trimmed so that the clod is not less than 1" thick at any point. When smaller roasts are specified, the thick end of the clod shall be made into one roast and the thin end shall be split length-wise, the ends reversed and the boned surfaces placed together to produce a uniformly thick roast. These roasts shall be held <u>intact by tying girth-wise</u> . IMPs Item #144A

Attachment 3

Meat/Meat Alternates	
Beef, for Stewing	USDA Standard Grade. IMPs 135A. Cutting with electric saw will be permitted. Meat with dark discoloration, all bones, cartilage, back strap, exposed large blood vessels, heavy connective tissue and the pre-scapular lymph gland shall be removed. The thick tendinous ends of the shank shall be removed by cutting back until a cross sectional cut shows at least 75% lean. Not less than 75%, by weight, of the diced pieces shall be of a size which is equivalent of not less than a 1/2 inch cube or not more than a 1 inch cube and no individual surface of these pieces shall exceed 2 inches in length. This item is the same as IMPs 135 Diced Beef except that the surface or seam fat of the boneless meat prior to dicing shall not exceed 1/4 inch in any thickness at anyone point. In addition, the fat content of the boneless meat determined visually shall not exceed 20%. Container to provide proper labeling and identification and USDA Inspection Stamp.
Cheese (Cubed, loaf, shredded or sliced)	Processed - American, U.S. Standard Grade. Cheddar - U.S. Grade A. Mozzarella - Low moisture, Part skim, 100% natural cheese. Swiss - U.S Grade B
Cheese, Cottage	Pasteurized, plain - reduced fat, light and fat free or dry curd. USDA Quality Approved.
Cheese, Pimento	Pasteurized process cheese spread. USDA Quality Approved. 2 oz = 1 oz <i>meat/meat</i> alternate
Cheese, Sauce	Canned, mild cheddar, USDA Quality Approved, 3 oz = 1 oz <i>meat/meat</i> alternate, 1 1/2 oz = 1/2 oz <i>meat/meat</i> alternate
Chicken, Breaded patty	Frozen, fully cooked. CN Label required. 3.00 oz. patty provides a 2.00 oz. <i>meat/meat</i> alternate and 1 serving of bread. Ingredients: Ground chicken, vegetable protein product, slices and seasonings. No MSG allowed
Chicken, 8 piece cut	Raw individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected grade A fryers. Portions shall be cut from 2 to 2 1/2- pound fryers, without giblets or necks. Average portion weight 4.5 oz. packaged in heavy-duty poly bags inside legibly labeled heavy duty master cartons. Average cases weight 27 pounds. 96 portions per case.
Chicken, Drumsticks	Raw individually quick frozen, ice glazed, clean and ready to cook, hand cut from USDA inspected grade A fryers. Raw portion weight 3.7 oz. plus or minus 1/4 oz. Packaged in heavy duty bags inside Legibly labeled heavy -duty master cartons
Chicken, Nuggets	Frozen, fully cooked. CN Label required. Minimum five 0.60 oz. nuggets to provide 2.00 oz. <i>meat/meat</i> alternate and 1 serving bread. Ingredients: 100% chicken. No MSG allowed. <u>The successful bidder must inform the facility of appropriate serving sizes 4 nuggets 1-5 yr. olds.</u>
Chicken, Strips	Frozen, fully cooked. CN Label required Chick strips are breaded with enriched flour and made from USDA inspected chicken. Eight strips equal 2 oz. <i>meat/meat</i> alternate and .75 bread components per portion. Packed 3/5 pound bags per cases. Approximately 680 strips per 15 pound case. <u>The Successful bidder must inform the facility of appropriate serving sizes 6 strips 1-5 yr. olds.</u>
Chicken, Thighs (no backs)	Raw, individually quick frozen, ice glazed, cleaned and ready to cook, hand cut from USDA inspected Grade A fryers. <u>Raw portion weight 4.1 oz plus or minus 1/2 oz</u> <u>Packaged in heavy duty poly bags inside legibly labeled heavy-duty master cartons.</u>
Chicken, whole	Raw frozen, ice glazed, cleaned and ready to cook, USDA inspected grade A broilers, fryers, or hens. Average portion weight 6-8 lb. Packaged in heavy duty poly bags inside <u>legibly labeled heavy-duty master cartons.</u>
Eggs	USDA inspected Grade A or better, 100% candled. Eggs may be raw in shell, fully Cooked whole eggs, frozen diced, or broken homogenized and pasteurized
Fish, Tuna Canned	Chunk, light, in water, dolphin safe.
Fish, Whiting Portion	3.6 oz. squares pre-cooked, breaded (for oven use only), USDC Grade "A" 71.3% fish flesh. <u>No minced.</u> To provide 2 oz. of meat and one serving of bread. USDC continuous Government insp ection with USDC Seal on each box. CN Label required

Attachment 3

Meat/Meat Alternates	
Fish, Whiting Sticks	Pre-cooked, breaded (for oven use only) 64.2% fish flesh. To provide .50z. of meat and .5 serving of bread. No minced. USDC Grade A, USDC continuous inspection with USDC Seal on each box. Four one ounce sticks per portion. CN Label required. 160/one oz. sticks per 10# box. The successful bidder must inform the facility of appropriate serving sizes for ages 1-5 (3 sticks) CN Label required
PEANUT BUTTER	NO PEANUTS , PEANUT BUTTER, OR PEANUT PRODUCT TO BE USED
Pork, Ham	<u>Lean, boneless, cured, pressed, skinless - Fully-cooked. Moist heat, Pullman, approximately 4-1/4" square. Must be fully cooked, sectioned and formed. USDA Inspected and stamped. IMPs #508.</u> <u>Smoked – Short Shank, Skinned Boned, Rolled and Tie (cured and smoked) Hams is the same as Ham, Skinless, completely boneless IMPs #505, except that the ham shall not be encased in an artificial casing. The boneless ham shall be rolled and string tied.</u> <u>Deli-Style – round or flat buffet. No binders, fillers or soy allowed. Minimum 94% lean.</u>
Pork, Roast <u>NO OTHER PORK PRODUCT TO BE USED.</u>	<u>Raw, fresh or frozen. Boston butt, center loin, or glade-end. U. S. Grade No. 1, less that 1 inch backfat thickness.</u>
Turkey, Breast	<u>Deli-style, whole muscle, roasted/fully cooked, boneless, skinless, minimum 96% fat free, may be smoked.</u>
Turkey, Sausage <u>NO OTHER TURKEY PRODUCT TO BE USED.</u>	Fully Cooked, Prepared from 100% ground, which is derived from turkey carcasses in good condition. No TVP or fillers. Seasoned and formed to five traditional sausage taste and appearance. Cannot exceed 167% fat.turkey
Yogurt	<u>Low fat Plain, flavored, sweetened or unsweetened, with fruit – commercially prepared.</u>

Combination main dish food items must be made from a standardized recipe. A standardized recipe gives the number of servings, serving size, and minimum meal contribution. Ingredients in these dishes must meet or exceed the minimum specifications on previous pages. The successful bidder must inform the facility of the appropriate serving size. Note: *Purchased, pre-prepared products must have a CN label stating the serving size and meal contribution per serving with the exception of tuna salad. The successful bidder must inform the facility of the appropriate serving size for CN Labeled products. ALL CN LABELS MUST BE SENT ELECTROINCIALY TO THE INSTITUTION PRIOR TO THE ITEM BEING SERVED.*

Combination Foods (Processed Foods)	
Pizza, Breakfast	<u>Egg Only – Frozen 50/50 part skim mozzarella cheese/cheese substitute blend, to provide 1 serving grain/bread. 1 oz. meat/meat alternate. CN label required.</u>
Ravioli	<u>Meat or cheese ravioli in tomato sauce, ravioli to provide 1½ oz. meat/meat alternated. CN Label required.</u>
Sandwiches (Ham and cheese, Turkey and cheese) <u>NO TUNA OR EGG SALAD</u>	<u>Must provide the minimum amount of meat/meat alternate and bread/grain per serving for children ages 1-5 as specified by the Child Care Food Program Meal Pattern for Children. Attachment 2. (Children age 1 and 2 shall receive the same minimum meal pattern amounts as children age 3-5.)</u> <u>Note: The successful bidder must deliver sandwiches pre-assembled (not in separate, bulk food containers) to facility, unless requested otherwise by the facility. Condiments may be sent separately.</u>

Attachment 3**Grains/Breads Requirement for Child Care Food Program**

Refer to *A Guide to Crediting Foods* regarding criteria for determining acceptable Grains/Breads and minimum serving sizes.

Exhibit A – Grains/Breads for the Food Based Alternatives on the Child Nutrition Programs ¹

Group A	Minimum Serving Size for Group A
Bread Type Coating Bread Sticks (hard) Chow Mein Noodles Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing(dry note: weight apply to bread in stuffing)	1 serving = 20 gm or 0.7 oz. ¾ serving = 15 gm or 0.5 oz. ½ serving = 10 gm or 0.4 oz. ¼ serving = 5 gm or 0.2oz.
Group B	Minimum Serving Size for Group A
Bagels Batter Type Coating Biscuits Breads (white, wheat, whole wheat, French, Italian) Buns (hamburger and hot dog) Crackers (graham crackers – all shapes, animal crackers) Egg Roll skins, Won Ton Wrappers English Muffins Pita Bread (white, wheat, whole wheat) Pizza Crust Pretzels (soft) Rolls (white, wheat, whole wheat) Tortillas (wheat or corn) Tortilla Chips (enriched or whole grain) Taco Shells	1 serving = 25 gm or 0.9 oz. ¾ serving = 19 gm or 0.7 oz. ½ serving = 13 gm or 0.5 oz. ¼ serving = 6 gm or 0.2oz.
Group C	Minimum Serving Size for Group A
Cookies ² (plain) Cornbread Corn Muffins Croissants Pancakes Pie Crust (dessert pies ² , fruit turnovers ³ and meat meat/alternate pies) Waffles	1 serving = 31 gm or 1.1 oz. ¾ serving = 23 gm or 0.8 oz. ½ serving = 16 gm or 0.6 oz. ¼ serving = 8 gm or 0.3 oz. CORNMEAL AND corn flour and products using such items MUST include the words "whole" or "enriched" on label.

1. Some of the following foods or their accompaniments may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
2. Allowed only for supplements (snacks) served under the CCFP
3. Allowed only for supplements (snacks) served under the CCFP and for breakfasts served under the CCFP
4. Refer to program regulations for the appropriate serving size for snacks and meals served to children ages 1 – 5 in CCFP.

Attachment 3

Grains/Breads Requirement for Child Care Food Program cont'd

Group D	Minimum Serving Size for Group D
Doughnuts ² (cake and yeast raised, unfrosted)	1 serving = 50 gm or 1.8 oz.
Granola Bars ³ (plain)	$\frac{3}{4}$ serving = 38 gm or 1.3 oz.
Muffins/Quick Breads (all except corn)	$\frac{1}{2}$ serving = 25 gm or 0.9 oz.
Sweet Roll ³ (unfrosted)	$\frac{1}{4}$ serving = 13 gm or 0.5oz.
Toaster Pastry ² (unfrosted)	
Group E	Minimum Serving Size for Group E
Cookies ² (with nuts, raisins, chocolate pieces, and/or fruit purees)	1 serving = 63 gm or 2.2 oz.
Doughnuts ² (cakes and yeast raised, frosted, or glazed)	$\frac{3}{4}$ serving = 47 gm or 1.7 oz.
French Toast	$\frac{1}{2}$ serving = 31 gm or 1.1 oz.
Grain Fruit Bars ³	$\frac{1}{4}$ serving = 16gm or 0.6oz.
Granola Bars ³ (with nuts, raisins, chocolate pieces, and/or fruit)	
Sweet Rolls ³ (frosted)	
Toaster Pastry (frosted)	
Group F	Minimum Serving Size for Group F
Cake ² (plain, unfrosted)	1 serving = 75 gm or 2.7 oz.
Coffee Cake ³	$\frac{3}{4}$ serving = 56 gm or 2.0 oz.
	$\frac{1}{2}$ serving = 38 gm or 1.3 oz.
	$\frac{1}{4}$ serving = 19gm or 0.7 oz.
Group G	Minimum Serving Size for Group G
Brownies ² (plain)	1 serving = 115 gm or 4 oz.
Cake ² (all varieties, frosted)	$\frac{3}{4}$ serving = 86 gm or 3 oz.
	$\frac{1}{2}$ serving = 58 gm or 2 oz.
	$\frac{1}{4}$ serving = 29gm or 1 oz.
Group H	Minimum Serving Size for Group H
Barely	
Breakfast Cereals ⁴ (cooked)	
Bulgur or Cracked Wheat	
Macaroni (all shapes)	
Noodles (all varieties)	
Pasta (all shapes)	
Ravioli (noodles only)	
Rice (enriched white or brown)	1 Serving = $\frac{1}{2}$ cup cooked (or 25 gm dry)
Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal ⁴ (cold, dry)	1 serving = $\frac{3}{4}$ cup or 1 oz, whichever is less

1. Some of the following foods or their accompaniments may contain more sugar, salt and/or fat than others. This should be a consideration when deciding how often to serve them.
2. Allowed only for supplements (snacks) served under the CCFP.
3. Allowed only for supplements (snacks) under the CCFP and for breakfasts served under the CCFP
4. Refer to program regulations for the appropriate serving size for snacks and meals served to children ages 1- 5 in CCFP

Note: Only ready-to-eat breakfast cereals with 10 grams of sugar or less per serving as stated on the Nutrition Facts label on the cereal box are allowed under the CCFP

Attachment 4

BOX LUNCH

MENU 1	NO PEANUT BUTTER OR PEANUTS ON MENU
MENU 2	<p style="text-align: center;">Chicken pita (1 oz. chopped boneless chicken, .5 oz. cheddar cheese and .5 cup lettuce in whole wheat pita pocket - increase cheese to 1 oz for 6-12 year olds Seasonal fresh fruit Celery sticks 100% whole grain or 100% multi-grain chips Milk</p>
MENU 3	<p style="text-align: center;">Turkey and cheese sandwich on whole wheat bread Mayo/mustard Sliced cucumber and tomato Mixed fruit cup Milk</p>
MENU 4	<p style="text-align: center;">Ham and cheese sandwich on whole wheat bread Mayo/mustard Carrot and celery sticks Orange wedges Milk</p>
MENU 5	NO EGG, TUNA OR HAM SALAD ON MENU

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Attachment 5**SINGLE SERVICE**

The facility must select meal types and how food items shall be delivered by checking the appropriate boxes. Note: Breakfast, Lunch and Supper *SHALL* include milk. Snack may include milk according to cycle menu selected.

- Breakfast**
 Bulk
 Unitized

- Lunch/Supper**
 Bulk
 Unitized

- Snack**
 Bulk
 Unitized

The facility must select milk type(s) and size(s) of milk container(s) to be delivered. Note: Between a child's first and second birthday, whole milk *SHALL* be served. After a child's second birthday, low-fat or fat free milk is required. Note: Contract price shall include the price of milk to be included with program meals.

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> Low-fat (1%)
<input type="checkbox"/> Gallon
<input type="checkbox"/> Half-gallon
<input type="checkbox"/> Individual 8 oz. cartons
<input type="checkbox"/> Other: _____ | <input type="checkbox"/> Fat free (skim)
<input type="checkbox"/> Gallon
<input type="checkbox"/> Half-gallon
<input type="checkbox"/> Individual 8 oz. cartons
<input type="checkbox"/> Other: _____ | <input type="checkbox"/> Low-fat or fat free flavored milk
<input type="checkbox"/> Gallon
<input type="checkbox"/> Half-gallon
<input type="checkbox"/> Individual 8 oz. cartons
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Whole
<input type="checkbox"/> Gallon
<input type="checkbox"/> Half-gallon
<input type="checkbox"/> Individual 8 cartons
<input type="checkbox"/> Other: _____ |
|---|---|---|--|

The facility shall check below if the successful bidder shall deliver sandwich foods in bulk or pre-assembled. The facility shall be authorized to assemble sandwiches on-site and have adequate storage space to hold sandwiches at proper temperature.

- Bulk, Prefer the successful bidder to deliver sandwich foods separately in bulk. Pre-assembled, Prefer the successful bidder to deliver sandwiches pre-made.

The facility shall check below if the successful bidder shall supply disposable meal service products. Note: See minimum paper product specifications below. Note: Contract price shall include the price of disposable meal service products when the "yes" box below is checked.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Yes, successful bidder shall supply disposable meal service products | <input type="checkbox"/> No, successful bidder not required to supply disposable meal service products. |
| <ul style="list-style-type: none"> • 8 oz. paper cold cup • 10 oz. paper cold cup • 8 oz. foam cup • 10 oz. foam cup • 9 oz. soft plastic, translucent cup • 10 oz. soft plastic, translucent cup | <ul style="list-style-type: none"> • 9 in., 3-compartment, white, un-laminated foam or plastic plate • 10.25 in., 3-compartment, white, un-laminated foam or plastic plate • 4 oz. or 8 oz. foam container • 5 oz., white, impact bowl |
| | <ul style="list-style-type: none"> • 12X13, 1 ply, white, 1/4 fold napkins • Medium weight, plastic forks • Medium weight, plastic spoons • Individually wrapped plastic straws |

The facility shall check below if the successful bidder shall supply with each delivery, clean serving utensils (scoops and/or ladles and/or measuring-serving spoons of standard sizes, disposable or stainless) to ensure appropriate serving size of foods as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2 and the Cycle Menu, Attachment 2.

- Yes, Successful bidder shall supply serving utensils. No, Successful bidder not required to supply serving utensils.



Attachment 6

LOCATIONS / DELIVERY SERVICE / PRIOR TO 10:00 AM

No.	Center Location	Approx. No. of Children Served Daily				TOTAL MEALS
		0 – 1 years	1 – 2 years	2 – 3 years	3 – 5 years	
1.	Boynton Beach Head Start 909 N. E. 3 rd Street Boynton Beach, Fl. 33435 561-742-6055 L. Rahming				114	342
2.	Delray Beach Head Start 610 S. W. 15 th Avenue Delray Beach, Fl. 33444 561-265-0251 C. McCloud				65	195
3.	Delray Beach Early H. S. 346 S. W. 6 th Avenue Delray Beach, Fl. 33444 561-278-5217 P. Tate	4	4	8		48
4.	Jupiter Head Start 6415 Indiantown Road Jupiter, Fl. 33458 561-694-5421 T. Weston				67	201
5.	Lake Worth Head Start 1699 Wingfield Street Lake Worth, Fl. 33460 561-694-5411 MJ Gonzalez				90	270
6.	San Castle Early H. S. 1101 Mentone Road Lantana, Fl. 33462 561-694-5402 V. Edmonds	4	4	8		48
7.	Pahokee Head Start 380 E. 5 th Street Pahokee, Fl. 33476 561-924-7178 D Sloat				99	297
8.	Palm Glades Head Start 850 Palm Glades Drive Belle Glade, Fl. 33430 561-996-9708 G. Crittenden				74	222
9.	Riviera Beach Head Start 1440 W. Martin L. King, Jr. Blvd. Riviera Beach, Fl. 33404 561-845-4674 D. Burke				114	342
10.	South Bay Head Start/Early H.S. 990 U. S. Highway 27 North South Bay, Fl. 33493 561-993-9600 S. Coney		8	8	128	384
11.	Westgate Head Start 3691 Oswego Avenue West palm Beach, Fl. 33409 561-233-1419 D. Sharpe				35	105
12.	West Palm Beach Head Start/Early H. S. 100 N. Chillingworth Drive West palm Beach, Fl. 33409 561-594-5461 B. Bruno-Gaston	8	8	8	149	447



Attachment 7

PRICE SCHEDULE

Palm Beach County Head Start CCFP Authorization No: 0735

Cycle Menu "B" (Attachment 2)

Type of meal per Contract Specifications	ESTIMATED QUANTITIES No. of Meals per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price
BREAKFAST (1-5 years)	1003	234	\$ _____	\$ _____
LUNCH (1-5 years)	1203	234	\$ _____	\$ _____
P. M. SNACK (3-5 years)	1003	234	\$ _____	\$ _____

Note: "Boxed" lunches may be requested by the Facility for field trips. **GRAND TOTAL \$ _____**

Facility must keep documentation of field trip and menu served.

* Ages 1-5 based on meal pattern portion sizes for ages 3-5.

By affixing my signature on this quote, I hereby state that I have read all contract terms, conditions and specifications and agree to all terms, and conditions, provisions, and specifications. I certify that I will provide and deliver to the location(s) specified in the contract.

Name of Caterer: _____

Authorized Caterer Representative: _____ (Date)

Name and Title: _____ (Date)

Attachment 8

Institution (Facility) Conflict of Interest Questionnaire

The authorized Institution (Facility) representative must complete

	<u>YES</u>	<u>NO</u>
1. Do you, your immediate family, or business partner have financial or other interests in any of the potential Caterers?	<input type="radio"/>	<input type="radio"/>
2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from any of the potential Caterers?	<input type="radio"/>	<input type="radio"/>
3. Have you been employed by any of the potential Caterers within the last 24 months?	<input type="radio"/>	<input type="radio"/>
4. Do you plan to obtain a financial interest, e.g. stock, in any of the Caterers?	<input type="radio"/>	<input type="radio"/>
5. Do you plan to seek or accept future employment with any of the potential Caterers?	<input type="radio"/>	<input type="radio"/>
6. Are there any other conditions which may cause a conflict of interest?	<input type="radio"/>	<input type="radio"/>

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

I declare that the above questions are answered truthfully and to the best of my knowledge.

Signature of Authorized Institution Representative Date

Attachment 9

Caterer (Successful Bidder) Conflict of Interest Questionnaire

The authorized Caterer (Successful Bidder) representative must complete this

- | | YES | NO |
|---|-----------------------|-----------------------|
| 1. Do you, your immediate family, or business partner have financial or other interests in the Institution of which you are submitting this contract? | <input type="radio"/> | <input type="radio"/> |
| 2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the Institution? | <input type="radio"/> | <input type="radio"/> |
| 3. Have you been employed by the institution within the last 24 months? | <input type="radio"/> | <input type="radio"/> |
| 4. Do you plan to obtain a financial interest, e.g. stock, in the Institution? | <input type="radio"/> | <input type="radio"/> |
| 5. Do you plan to seek or accept future employment with the Institution? | <input type="radio"/> | <input type="radio"/> |
| 6. Are there any other conditions which may cause a conflict of interest? | <input type="radio"/> | <input type="radio"/> |

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

I declare that the above questions are answered truthfully and to the best of my knowledge.

Signature of Authorized Caterer Representative Date

Attachment 10

Catered Meal Order Change Form

When making changes to the number of catered meals ordered, the facility must complete the meal change form below or one that is substantially similar and fax to the Caterer by 5:00 p.m. two (2) days prior to delivery. The Caterer will confirm the requested change(s) with a return fax to the Facility. **Please note: This form is to be used for changing the number of meals ordered only. Meal type must be based on original contract or renewal contract Price Schedule.**

Meal Type	Current Total No. of Meals Ordered per Day	Change Total No. of Meals Ordered To:	Time Period (Please designate "until further notice" or with specific dates)
Breakfast (Ages 1-5)			
Lunch (Ages 1-5)			
Afternoon Snack (Ages 1-5)			

Caterer received date: _____

Effective change date: _____

DK

Attachment 11**Bidder Acknowledgement Form**

<u>Palm Beach County Head Start & Children Services</u>	<u>S0735</u>
Name of Institution	Authorization No.
<hr/>	
Contact Name	Phone No.
<hr/>	
Street Address	
<hr/>	
Mailing Address	
<hr/>	
Bids Will Be Opened	
DATE	TIME
Bids will not be accepted after such date and time.	

Caterer Name:
<hr/>
Caterer Mailing Address:
<hr/>
(Street Address)
<hr/>
Caterer Phone Number:
<hr/>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the caterer and that the caterer is in compliance with all requirements of the invitation to Bid, including but not limited to, certification requirements.

Authorized Caterer Signature: _____

Print Name and Title: _____

Attachment 12

Certificate of Independent Price Determination

Both the Institution (facility) and the Caterer (bidder) shall execute this Certificate of Independent Price Determination

Palm Beach County Head Start

Name of Caterer

- A. By submission of this offer, the bidder certifies and in the case of a join offer, each party thereto certifies its own organization, that in connection with this Invitation to Bid:
 - 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised bid directly or indirectly to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Caterer certifies that:
 - 1) He or she is the person in the Caterer's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
 - 2) He or she is not the person in the Caterer's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A. 1) through A. 3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above.

In accepting this offer, the Institution certifies that no representative of the Institution has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Institution Representative	Title	Date
--	-------	------

To the best of my knowledge, this Caterer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Signature of Authorized Caterer Representative	Title	Date
--	-------	------

SIGNATURE PAGE FOR CATERING CONTRACT

I have been advised to seek legal counsel before signing this CCFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/We warrant and affirm that we have no financial interest in the Institution or Facility. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CCFP from the date such financial interest existed.

FOR CATERER:

Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer

Printed Name of Authorized Caterer Representative

Title

Dated

Company Name

ATTEST:

Original Signature of Witness to Caterer

Printed name of Witness to Caterer

Dated

I have been advised to seek legal counsel before signing this CCFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/We warrant and affirm that we have no financial interest in the Caterer. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CCFP from the date such financial interest existed.

All required CCFP review and approval of the terms of this contract have been obtained in advance of final execution of this contract.

FOR INSTITUTION/FACILITY:

Original Signature of Authorized Institution/facility Representative and Accepting Responsibility in the name of the Institution/facility

Printed Name of Authorized Institution/facility Representative

Title

Dated

S0735

Organization name and CCFP Authorization No.

ATTEST:

Original Signature of Witness to Institution/facility

Printed name of Witness to Institution/facility

Dated

**EXHIBIT 1
MENUS - PARENT ACTIVITY**

- JANUARY -** Stuffed Pork Chops
Rice Pilaf
Fresh Broccoli Spears with Hollandaise sauce
Sliced Fresh Tomato with Dressing
Dinner Rolls
White Cake with White Icing
Pink Lemonade
- FEBRUARY -** Fried Chicken
Seasoned Pigeon Peas & Rice
Seasoned Collard Greens with Smoked Turkey Wings
Tossed Salad
Cornbread
Peach Cobbler with Whipped Topping or Sweet Potato Pie with Whipped Topping
Punch
- MARCH -** Chicken Breast with Mushroom & White Wine sauce
Parsley Rice
Fresh steamed Yellow & Zucchini Squash with Fresh Tomatoes, Onion & Chopped Garlic
Fresh Spinach Salad with Honey & Oil
Whole Wheat Dinner Rolls
Fresh Fruit Salad with Poppy Seed Dressing
Pink Lemonade
- APRIL -** Baked Ham with Pineapple
Candied Yams
Seasoned Fresh Cut Green Beans
Yellow Rice
Dinner Rolls
Coconut Cake
Punch
- MAY -** Roast Pork Au Jus or Rotisserie Smoked Pork
Garlic Roasted Potatoes with Onion
Corn on the Cob
Ceasar Salad
Rolls
German Chocolate Cake
Punch
- JUNE -** BBQ Chicken
Potato Salad
Creamy Macaroni & Cheese
Tossed Salad
Rolls
Key Lime Pie
Pink Lemonade

**EXHIBIT1
MENUS - PARENT ACTIVITY**

- JULY -** Jerked Chicken
Yellow Rice
Black Eyed Peas
Hearts of Lettuce
Rolls
Peach Sorbet
Punch
- AUGUST -** Tips of Beef in Winesauce
Buttered Noodles
Sliced Carrots Vichy
Asparagus or Fresh Cut Green Beans
Rolls
Boston Cream Pie
Pink Lemonade
- SEPTEMBER-** Chicken Parmigiana
Baked Ziti
Fresh Italian Medley of Vegetables
Green Salad with Italian Dressing
Garlic Rolls
Italian Ice Cream Rum Cake
Punch
- OCTOBER -** Breaded Cuban Steak with Onions & Moljo
Fried Plantains
Yellow Rice & Black Beans
Mixed Green Salad
Cuban Bread
Coconut Flan
Pink Lemonade
- NOVEMBER-** Sliced Turkey with Dressing & Gravy
Cranberry Sauce
Mashed Potato with Gravy
Fresh Cut Green Beans
Garden Salad
Rolls
Pumpkin Pie with Whipped Topping
Punch
- DECEMBER-** London Broil with Mushroom Gravy
Baked Stuffed Potato
Fresh Steamed Yellow & Zucchini with Fresh Tomatoes & Onions and Chopped Garlic
Tossed Salad
Hard Crusted Rolls
Cheesecake with Strawberries and Whipped Topping
Pink Lemonade

Recipe for Poppy Seed Dressing: 2 tbsp honey, 1 tbsp frozen limeade concentrate thawed, 1 tbsp oil, ¼ tsp grated orange peel, 1/8 tsp poppy seed, a dash of dry mustard. Combine all ingredients well.

**EXHIBIT 1A
PARENT INVOLVEMENT**

NO.	MENU	UNIT PRICE
1	Baked Chicken/Fried Chicken, Yellow Rice, Green Beans, Tossed Salad/Dressing, Dinner Roll, Cake, Punch, Paper Goods/Condiments	\$ _____
2	Honey Baked Ham, Candied Yams, String Beans, Tossed Salad/Dressing, Dinner Roll, Cake or Pie, Punch, Paper Goods/Condiments	\$ _____
3	Baked Turkey, Cornbread Stuffing, Green Beans, Mashed Potatoes/Gravy, Assorted Rolls, Cranberry Sauce, Tossed Salad/Dressing, Punch, Cake or Pie, Paper Goods/Condiments	\$ _____
4	Barbecue Chicken, Potato Salad, Baked Beans, Corn on the Cob, Dinner Rolls, Punch, Cake, Paper Goods/Condiments	\$ _____
5	Assorted Sandwiches of Sliced Meats (Ham, Roast Beef, Turkey), Potato Salad or Macaroni Salad, Ruffles Potato Chips, Punch, Assorted Cookie Tray (Chocolate Chip, Oatmeal, Peanut, Sugar), Paper Goods/Condiments	\$ _____
6	Assorted Sandwiches of Salad Spreads (Tuna, Egg, Chicken & Ham), Vegetable Tray, Assorted Cookie Tray, Punch, Paper Goods/Condiments	\$ _____
7	Chicken Drumettes, Kabobs (Vegetable, Pork, Beef, and Chicken), Vegetable Tray, Assorted Cookie Tray, Punch, Paper Goods/Condiments	\$ _____
8	Conch Balls, Chicken Drumettes, Assorted Sandwiches, Vegetable Tray, Assorted Cookie Tray, Punch, Paper Goods/Condiments	\$ _____
9	Roast Pork, Yellow Rice, Black Beans, Plantains, Tossed Salad/Dressing, dinner Rolls, Punch, Cake or Pie, Paper Goods/Condiments	\$ _____
10	Lasagna w/Italian Sausage, Green Pepper, Tomatoes & Onion Salad, or Spaghetti with Meat Balls in Marinara Sauce, Italian Green Beans & Mushrooms, Garlic Rolls, Tossed Salad, Punch, Cake, Paper Goods/Condiments	\$ _____
11	Salmon with Dill Sauce or Chicken Breast with Dill Sauce, Steamed Yellow Squash and Zucchini with Fresh Garlic, Tomatoes and Onion, Green Salad with Herb Dressing, Parsley Rice, Sourdough Rolls, Cheesecake, Pink Lemonade, Paper Goods/Condiments	\$ _____
12	Barbecue Chicken, Hot Dogs, Hamburgers, Baked Beans, Potato Salad, Rolls, Watermelon, Pineapple Slices, Pink Lemonade/Iced Tea, Paper Goods/Condiments	\$ _____
13	Scrambled Eggs, Grits, Sausage, Bacon, Biscuit, Danish, Fresh Fruit Platter, Orange Juice, Coffee, Paper Goods/Condiments	\$ _____
14	Spanish Omelet, Hash Browns, Muffins, Bagels with Cream Cheese, Fresh Fruit Platter, Orange Juice, Coffee, Paper Goods/Condiments	\$ _____
15	Paella, Plantains, Tossed Salad/Dressing, Cuban Bread, Iced Tea, Flan, Paper Goods/Condiments	\$ _____
16	Bite Size Egg Roll, Chinese BBQ Ribs, Fried Rice, Oriental Blend of Vegetables, Cake, Iced Tea, Paper Goods/Condiments	\$ _____
17	Chicken and Ham Croquets, Bacalao Fritters, Cheese and Fruit Tray, Vegetable Tray, Assorted Cookie Tray, Iced Tea, Paper Goods/Condiments	\$ _____

Condiments Include: Mayo, Mustard, Ketchup, Relish, Salt, Pepper, Hot Sauce, Tartar, Barbecue & Sweet/Sour Sauce

Dressing Include: Italian, Creamy Italian, Ranch, French, Thousand Island, Catalina, Vinaigrette, Caesar, & Honey Mustard

Pies Include: Apple, Peach, Cherry, Sweet Potato, Pumpkin, Pecan, Banana Cream, Chocolate Cream,

Cakes Include: Yellow, White, Chocolate, German Chocolate, Pound, Lemon, Carrot & Cheesecake

Paper Goods Include: Dinner Plates, Soup/Salad Bowls, Desert Plates, Spoons, Forks, Knives, Napkins, Cups

**EXHIBIT 2
NUTRITION ACTIVITY ITEMS**

Name of Activity	Date of Activity on Calendar	Items Needed for 1 Classroom (20 Children)	Date to Be Delivered	Sites	Unit Price
Butterfly Bite	9-28-10	Celery 4" Stix		14	\$ _____
		Strawberry Cream Cheese 1 oz.			
		Grape Jam 1 oz.			
		Twist Pretzels 1 oz.			
		Raisins 1 oz.			
Trail Mix	10-12-10	Traditional Chex Mix 1.75oz		14	\$ _____
		Kix cereal ¼ oz.			
		Cheerios ¼ oz			
		Raisins 1 oz			
		Sunflower Seeds 1 oz			
		Pretzel Goldfish ½ oz.			
Creepy Spiders	10-26-10	Ritz Crackers 2 crackers each		14	\$ _____
		Ener-G Gluten Free Crackers 1 each			
		Saltines (2pk)			
		Cream Cheese 1 oz			
		Grape Jam 1 oz.			
		Tiny Twist Pretzels 2 oz.			
		Raisins 1 oz			
Personal Pumpkin Pie	11-16-10	Vanilla Pudding 1 each 4 oz.		14	\$ _____
		Pumpkin ½ oz.			
		Ground Cinnamon ¼ oz			
		Graham Cracker Tarts 3" 1 each			
Fruity Cones	11-30-10	Pineapple Chunks 2/20 oz		14	\$ _____
		Mandarin Oranges 20 oz			
		Diced Peaches 1/4 oz			
		Flat Bottom Ice Cream Cones 1 each			
		Shredded Coconut ¼ oz			
Ambrosia	12-14-10	Golden Delicious Apples 1 each		14	\$ _____
		Lemon Juice 1 each/portion controlled			
		Pineapple Tidbits 2/15¼ oz.			
		Shredded Coconut ¼ oz			
		Cherry Halves ¼ oz			
Fuzzy Purple Cow	1-11-11	Orange Sherbet 1/4 oz.	1-11-11	14	\$ _____
		Luigi's Lemon Italian Ice 1/4oz.			
		Grape Juice 1/6 oz.			
		Perrier Water 1/11 oz			
Sunday Morning Sundae	1-25-11	Vanilla Yogurt 1/4 oz. each	1-25-11	14	\$ _____
		Sliced Strawberries ¼ oz. each			
		Diced Peaches 1/4 oz. each			
		Rice Krispies ½ oz. each			
Stuffed Celery	2-8-11	Celery Stix 3" 1/each	2-8-11	14	\$ _____
		Cream Cheese 1 oz			
		Sunflower Seeds 1 oz			

**EXHIBIT 2
NUTRITION ACTIVITY ITEMS**

Name of Activity	Date of Activity on Calendar	Items Needed for 1 Classroom (20 Children)	Date to Be Delivered	Sites	
Lion Faces	2-22-11	Shoestring Carrots ½ oz.	2-22-11	14	\$ _____
		Raisins 1oz			
		Cherry Halves ¼ oz			
Food Group Salad	3-8-11	Chopped Lettuce ½ oz.	3-8-11	14	\$ _____
		Shredded Mozzarella Cheese ¼ oz			
		Craisins 1/.9oz.			
		Pecan Pieces ¼ oz			
		Croutons 1//.25oz			
Italian <u>Vinaigrette</u> Salad Dressing 1/1½oz					
Cheese Wraps	3-22-11	6" Flour Tortillas 1 each	3-22-11	14	\$ _____
		Gluten Free English Muffin 1/8 oz. each			
		Rice Krispies ¼ oz.			
		Cream Cheese 1oz			
		Apple Jelly 1oz			
		Colby Shredded Cheese ¼ oz			
Colored Apples	4-5-11	Granny Smith Apples 1 each	4-5-11	14	\$ _____
		Red Delicious Apples 1 each			
		Red Gelatin 1/24 oz packet per class			
		Orange Gelatin 1/24 oz packet per class			
		Yellow Gelatin 1/24 oz packet per class			
Dyed Eggs	4-19-11	Egg 1 each	4-19-11		\$ _____
		Red Food Color ½ pt			
		Blue Food Color ½ pt			
		Green Food Color ½ pt			
		Yellow Food Color ½ pt			
Snack Mix	5-10-11	Corn Pops 1/ ¼ oz. each	5-10-11		\$ _____
		Tiny Twist Pretzels ½ oz.			
		Cinnamon Toast Crunch Cereal			
		Kix Cereal ¼ oz.			
Fruit Berry Fizz	5-24-11	Pineapple Juice 1/5.5oz each	5-24-11		\$ _____
		Orange Juice 1/5.5oz each			
		Lemon Juice 1 each/portion controlled			
		Seltzer Water 1/11oz			

**BID RESPONSE
 BID #11-029/KM**

**MEALS, CATERED, HEAD START PROGRAM,
 TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 24 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	INFANT'S BREAKFAST	7,616	EACH	\$ _____	\$ _____
2.	INFANT'S LUNCH	7,616	EACH	\$ _____	\$ _____
3.	INFANT'S P.M. SNACK	7,616	EACH	\$ _____	\$ _____
4.	TODDLER BREAKFAST (1-3 YEARS)	26,656	EACH	\$ _____	\$ _____
5.	TODDLER LUNCH (1-3 YEARS)	26,656	EACH	\$ _____	\$ _____
6.	TODDLER P.M. SNACK (1-3 YEARS)	26,656	EACH	\$ _____	\$ _____
7.	CHILDREN'S BREAKFAST (3-5 YEARS)	445,060	EACH	\$ _____	\$ _____
8.	CHILDREN' LUNCH (3-5 YEARS)	445,060	EACH	\$ _____	\$ _____
9.	CHILDREN'S P.M. SNACK (3-5 YEARS)	445,060	EACH	\$ _____	\$ _____
TOTAL OFFER ITEMS 1 - 9)					\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's bid exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders information included per Term and Condition #8? YES _____ INITIAL _____

Does bidder clearly understand the Criminal History requirement per Term and Condition #9? YES _____ INITIAL _____

Does bidder clearly understand the Insurance requirement, per Term and Condition #18? YES _____ INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
 FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signing on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)	DATE:
--	-------

* SIGNATURE: _____	PRINT NAME: _____
	PRINT TITLE: _____

ADDRESS: _____
 CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # () _____	E-MAIL: _____
TOLL FREE # () _____	FAX #: () _____

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID # _____

STATEMENT OF NO BID
BID #11-029/KM

MEALS, CATERED, HEAD START PROGRAM,
TERM CONTRACT

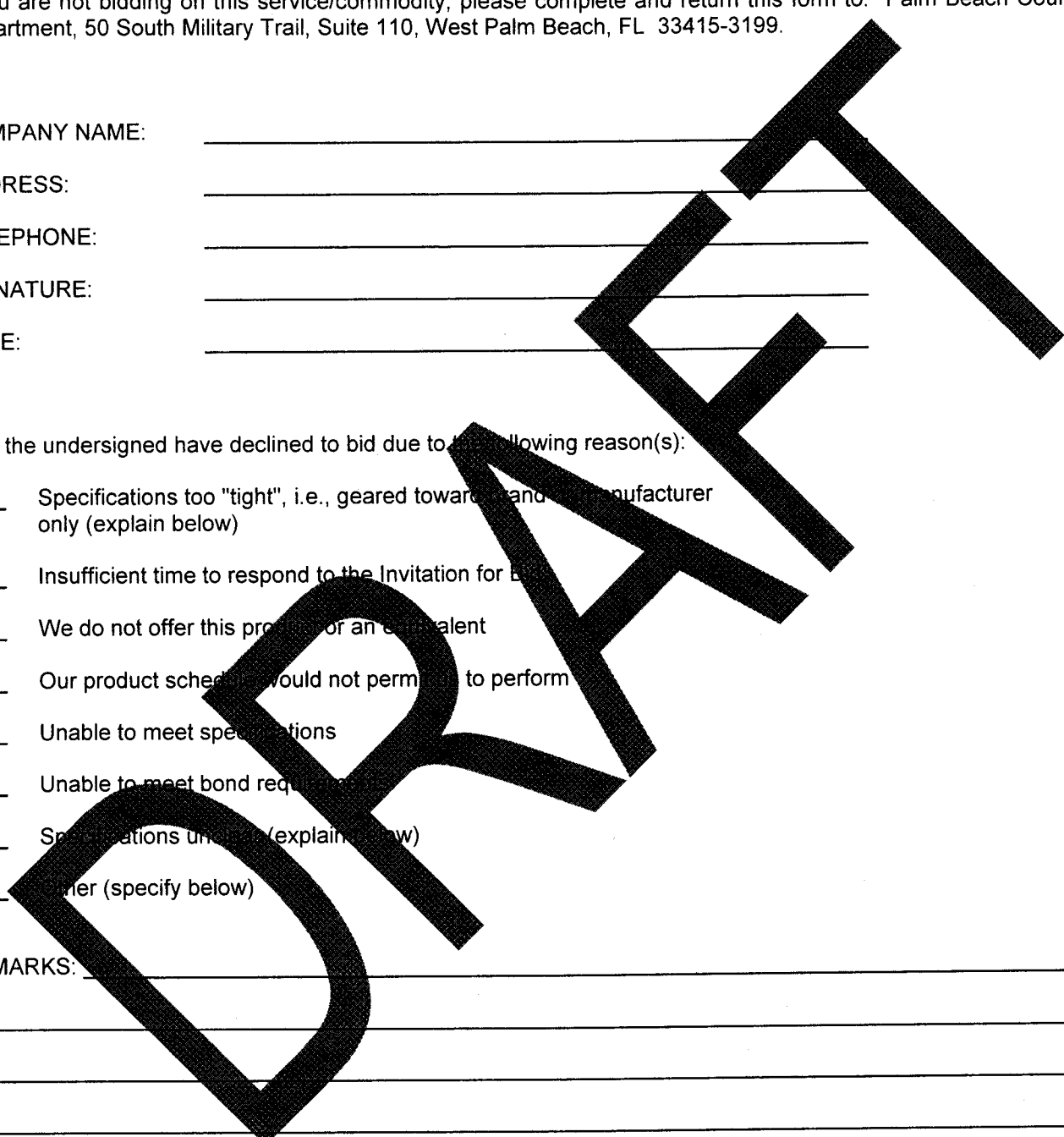
If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____
DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

- Specifications too "tight", i.e., geared toward a particular manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bid
- We do not offer this product or an equivalent
- Our product schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (explain below)
- Other (specify below)

REMARKS: _____



**CERTIFICATION OF BUSINESS LOCATION
BID #: 11-029/KM**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) those bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) those bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business in the County or the Glades in existence prior to the County's issuance of any solicitation that exceeds the mandatory bid/proposal amount. A Business Tax Receipt issued by the Palm Beach County Tax Collector will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. A Business Tax Receipt is required unless the bidder/proposer is exempt from the business tax receipt requirement by law. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive local preference. Please note that the bidder/proposer name and Palm Beach County address listed on the Business Tax Receipt must be the same bidder/proposer name and Palm Beach County address that is included in the bid/proposal submitted by the bidder/proposer to the County.

I. Bidder/Proposer is a:

_____ Local Business: A local business has a permanent place of business in _____ Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County

from which a substantial portion of the goods or services will be produced.

_____ Glades Business: A Glades business has a permanent place of business in _____ the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which

a substantial portion of the goods or services will be produced.

II. Attached copy of bidder's/proposer's Palm Beach County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

This CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

(Signature)

(Date)

**DRUG-FREE WORKPLACE CERTIFICATION
BID #11-029/KM**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the participation in a drug abuse assistance or rehabilitation program, which is available to the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
 _____ (Individual's Name)
 _____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____
 NAME OF PRIME BIDDER: _____
 CONTACT PERSON: _____
 BID OPENING DATE: _____

PROJECT NO. OR BID NO.: _____
 ADDRESS: _____
 PHONE NO.: _____ FAX NO.: _____
 DEPARTMENT: _____

Please list the dollar amount or percentage of work to be completed by the prime on this project.
 Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price\$ _____

Total _____

Total SBE - M/WBE Participation _____

- Note:
- The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward attainment.
 - Firms may be certified by the State of Florida as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable)

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project.
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price/percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.
Price or Percentage _____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations on other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: _____

**SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT# or Bid # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity to each SBE-M/WBE Subcontractor on the project. It can be submitted by the Prime with each monthly payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. Next, include the dollar amount drawn for that month along with the total amount paid to date for each SBE-M/WBE Subcontractor to date. Finally, include the date which the SBE-M/WBE Subcontractor began work on this project. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION					SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid Date for SBE-M/WBE Subcontractor	Actual Start Date	Minority Business (/)	Small Business (/)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____ (Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

SCHEDULE 4 SBE-M/WBE PAYMENT CERTIFICATION

Schedule 4 is to be completed by the SBE-M/WBE subcontractor. The Prime is to submit Schedule 4 with its Monthly Pay Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime is not to request signature from SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign unless it has received a payment from the Prime contractor. A separate payment certification is required for each SBE-M/WBE Subcontractor.

This is to certify that _____ received
SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of \$ _____ on _____

From _____ for labor and/or materials used on PROJECT NO. _____
(Prime Contractor)

PROJECT NAME _____

SBE OR M/WBE SUBCONTRACTOR: _____
(Complete Name)

BY: _____
(Signature of Subcontractor)

(Print Name & Title of Person executing on behalf
Of Contractor)

NOTARY
STATE OF FLORIDA
COUNTY OF _____ Sworn to and subscribed before me this _____ day of _____, 20__

by _____
Notary Public, State of Florida

Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

BY: _____

(Print Name & Title of Person Executing on behalf
Of Contractor Subcontractor)

NOTARY
STATE OF FLORIDA
COUNTY OF _____ Sworn to and subscribed before me this _____ day of _____, 20__

by _____
Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

SIGNATURE PAGE FOR CATERING CONTRACT

I have been advised to seek legal counsel before signing this CCFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

I have been advised to seek legal counsel before signing this CCFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/We warrant and affirm that we have no financial interest in the Institution or Facility. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CCFP from the date such financial interest existed.

By this signature, I/We warrant and affirm that we have no financial interest in the Caterer. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CCFP from the date such financial interest existed.

All required CCFP review and approval of the terms of this contract have been obtained in advance of final execution of this contract.

FOR CATERER:

Celia Nuno

Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer

Celia Nuno

Printed Name of Authorized Caterer Representative

Se. Vice President

Title

2/9/11

Dated

ILS Group LLC d/b/a Classic Caterers

Company Name

ATTEST:

[Signature]
Original Signature of Witness to Caterer

Janice Powell
Printed name of Witness to Caterer

2/9/11

Dated

FOR INSTITUTION/FACILITY:

Original Signature of Authorized Institution/facility Representative and Accepting Responsibility in the name of the Institution/facility

Printed Name of Authorized Institution/facility Representative

Title

Dated

S0735

Organization name and CCFP Authorization No.

ATTEST:

Original Signature of Witness to Institution/facility

Printed name of Witness to Institution/facility

APPROVED AS TO TERMS AND CONDITIONS

BY: *[Signature]*
DEPARTMENT HEAD